

DEFENDANT'S FEB. 5, 2019 INTERROGATORY RESPONSE

EXHIBIT NUMBER "1"

DEFENDANT'S FEB. 5, 2019 INTERROGATORY RESPONSE

1 WILLIAM J. GEDDES  
Nevada Bar No. 6984  
2 THE GEDDES LAW FIRM, P.C.  
8600 Technology Way, Suite 107  
3 Reno, Nevada 89521  
Phone: (775) 853-9455  
4 Fax: (775) 299-5337  
Email: [Will@TheGeddesLawFirm.com](mailto:Will@TheGeddesLawFirm.com)  
5 *Attorneys for Defendant Intelli-Heart Services, Inc.*

6 UNITED STATES DISTRICT COURT

7 DISTRICT OF NEVADA

8 TERRANCE WALKER, an individual,  
9 Plaintiff,

10 vs.

11 INTELLI-HEART SERVICES, INC.,  
12 Defendant.

CASE NO: 3:18-cv-00132-MMD-CBC

**DEFENDANT'S  
RESPONSES TO PLAINTIFF'S  
Interrogatories  
(Set No. 1, Nos. 1-24)**

14 To: Plaintiff Terrance Walker

15 From: Defendant Intelli-Heart Services, Inc. and its attorney, William J. Geddes

16 Set No. One (Interrogatory Nos. 1-24)

17 Defendant Intelli-Heart Services, Inc. ("Defendant" and "Responding Party"), by and through  
18 its counsel William J. Geddes, of the Geddes Law Firm, P.C., herein responds to the interrogatories  
19 propounded by Plaintiff, Set No. 1, Nos. 1-24, pursuant to Federal Rule of Civil Procedure ("Fed. R.  
20 Civ. P.") 33, upon the objections stated herein, as follows.

21 **I. PRELIMINARY STATEMENT**

22 Defendant has not yet completed formal discovery of the witnesses and parties to this case, nor  
23 has Defendant completed its own internal investigation, with respect to this litigation. Accordingly, the  
24 following responses are based upon the limited information and documents that are presently available  
25 and known to Defendant. The following interrogatory responses are given without prejudice to  
26 Defendant's right to produce evidence of any subsequently discovered fact or facts which this  
27 responding party may later recall. Defendant, accordingly, reserves the right to change any and all  
28 answers herein as additional facts are ascertained, analyses are made, and investigations are completed.

The answers contained herein are made in a good-faith effort to supply as much information as is presently known, but should in no way be to the prejudice of this Responding Party in relation to further discovery or investigation.

## II. RESPONSES TO INTERROGATORIES

### INTERROGATORY NO. 1

Identify the full name, business addresses, email address, and telephone numbers of each individual with whom Defendants have discussed or consulted with regarding any of the facts or allegations set forth in the Complaint (EFC 4) in this matter and the dates of each such discussion.

### RESPONSE TO INTERROGATORY NO. 1

OBJECTION: overly broad and unduly burdensome with respect to the phrase, "any of the facts or allegations set forth in the Complaint (EFC 4) in this matter." See *Krause v. Nev. Mut. Ins. Co.*, No. 2:12-cv-00342-JCM-CWH, 2014 U.S. Dist. LEXIS 14872, at \*16 (D. Nev. Feb. 6, 2014) ("A discovery request is overly broad and unduly burdensome on its face if it uses an omnibus term such as 'relating to,' 'pertaining to,' or 'concerning' to modify a general category or broad range of documents or information") quoting *Dauska v. Green Bay Packaging Inc.*, 291 F.R.D. 251, 261 (E.D. Wisc. 2013). This interrogatory ostensibly seeks the identity of persons concerning any "fact" or "allegation" alleged in the *Amended Complaint*, which covers a large number of alleged facts, whether core facts or fringe or contextual facts. Moreover, this interrogatory arguably seeks information concerning myriad, tangential business operations and contracts occurring prior to any communication by Plaintiff to Defendants concerning his dispute and prior to the filing of any legal pleading in this action. OBJECTION: vague and ambiguous as to time frame, including as to whether this interrogatory seeks the identity of persons involved in communications prior to the notification by Plaintiff of any dispute to Defendant, or prior to the filing of the *Amended Complaint*, or after the filing of the amended complaint. OBJECTION: vague and ambiguous as to the phrase, "each individual with whom Defendants have discussed or consulted with regarding any of the facts or allegations set forth in the Complaint (EFC 4) in this matter," including because it is not clear whether the question requests information concerning pre-litigation conversations regarding any topic that might be considered part of any alleged "fact" or allegation of the pleadings, including wide-ranging contracts and business



1 operations, or whether the interrogatory seeks information confined to the core allegations of the  
2 amended complaint. OBJECTION: not relevant and not reasonably calculated to lead to the discovery  
3 of relevant evidence, to the degree that this interrogatory, which ostensibly seeks the identity of persons  
4 with whom communications were held regarding any alleged "fact" or allegation of the *Amended*  
5 *Complaint*, seeks information concerning myriad business operations not relevant to the claims of this  
6 case. As well, information concerning Responding Party's communications with its attorney William  
7 Geddes, all of which occurred *after* the filing of the above-captioned lawsuit, is not relevant to the  
8 claims of this case, nor is such information reasonably calculated to lead to the discovery of relevant  
9 evidence.

10 Notwithstanding these objections, and without waiving them, Defendant responds as follows:

11 (1) William Geddes, Esq., The Geddes Law Firm, P.C., 8600 Technology Way, Suite 107,  
12 Reno, NV 89521, 775-853-9455, will@thegeddeslawfirm.com, all such communications occurring  
13 after the filing of ECF 004, during the period of September 7, 2018, to the present;

14 (2) Daniel Germain, Esq., Rosman & Germain LLP, 16311 Ventura Blvd Ste 1200, Encino, CA  
15 91436, (818) 788-0885, Germain@lalawyer.com, such communications occurring during the  
16 approximate time frame of December 2017 through May of 2018;

17 (3) Vanessa Parsons, CEO of Intelli-Heart Services, Inc., c/o William Geddes, Esq., The Geddes  
18 Law Firm, P.C., 8600 Technology Way, Suite 107, Reno, NV 89521, 775-853-9455,  
19 will@thegeddeslawfirm.com, such communications occurring during the approximate time frame of  
20 when Intelli-Heart Services, Inc. first learned of Terrance Walker in November of 2017 until January of  
21 2019;

22 (4) Danny Weisberg, President of Intelli-Heart Services, Inc., c/o William Geddes, Esq., The  
23 Geddes Law Firm, P.C., 8600 Technology Way, Suite 107, Reno, NV 89521, 775-853-9455,  
24 will@thegeddeslawfirm.com, such communications occurring during the approximate time frame of  
25 when Intelli-Heart Services, Inc. first learned of Terrance Walker in November of 2017 until January of  
26 2019;

27 (5) Andrew Simonian, Consultant Operations for Intelli-Heart Services, Inc., c/o William  
28 Geddes, Esq., The Geddes Law Firm, P.C., 8600 Technology Way, Suite 107, Reno, NV 89521, 775-

1 853-9455, will@thegeddeslawfirm.com, such communications occurring during the approximate time  
 2 frame of when he came on as an independent contractor to IHS on March 1, 2018 until now, from the  
 3 time he learned of Plaintiff's complaint until now.

4 Moreover, responding party further responds as follows: Pursuant to Fed. R. Civ. P. 33(d),  
 5 information responsive to this interrogatory may be determined by examining, auditing, compiling,  
 6 abstracting, or summarizing Defendant IHS' business records or electronically stored information,  
 7 consisting of emails and other records, identified below. The burden of deriving or ascertaining such  
 8 additional information responsive to this interrogatory will be substantially the same for Plaintiff and  
 9 Responding Party. Accordingly, pursuant to Fed. R. P. 33(d), Responding Party further responds to this  
 10 interrogatory by: (1) specifying the records that must be reviewed, in sufficient detail to enable the  
 11 interrogating party to locate and identify them as readily as the responding party could; and (2) giving  
 12 the interrogating party a reasonable opportunity to examine and audit the records and to make copies,  
 13 compilations, abstracts, or summaries of such records (which have already been produced in this  
 14 litigation). Such business records or electronically stored information are those records produced in  
 15 this litigation, identified as follows: IHS00083-88 (James Winters' Email regarding his relationship  
 16 with Terrance Walker); IHS00089-90 (Email: Threatening Breach); IHS00091-00094 (Email: Re: Fw:  
 17 James Winters Commissions from July to Present); IHS00095 (Andrew Simonian Email to James  
 18 Winters re Acknowledgment Points re Walker); IHS00096-00108 (I.H.S.-Winters-Distributor Agrmt);  
 19 IHS00139-00140 (James Winters Signed Contract); IHS00141 (Checks cashed by JW from Intelli-  
 20 Heart); IHS00142-00145 (Email Thread: Subcontractor payment: Walker Requests VA Discontinue  
 21 Payments on VA24617C0183); IHS00146 (Danny Weisberg email Disclaiming that Walker has no  
 22 affiliation or Contract with I.H.S., also noting I.H.S. Relationship with James Winters is suspended);  
 23 IHS00148-00153 (Emails from Walker re Claim that I.H.S. is Violating FAR 52.242-5 - Payments to  
 24 Small Business Subcontractors and 52.232-40(c)); IHS00154 (Email from James Winters re his  
 25 "subcontract" with Terrance Walker and request for payments from I.H.S. to pay Terrance Walker);  
 26 IHS00155-00161 (Emails regarding Terrance Walker demands and Dan Germain disclaimer of any  
 27 I.H.S.-Terrance Walker affiliation); IHS00162 (JW email alleging to the VA that I.H.S. won't pay  
 28 James Winter because it needs to pay lawyer re Walker's correspondence); IHS00176 (Distributor



Termination Letter); IHS00177-00189 (signed Distributor Agreement with JW); IHS00190 (Text Message Between Vanessa Parsons and James Winters Re Terrance Walker); IHS00191-192 (Payment History to JW up to Breach Notice); and IHS00219-00226 (attachments to James Winter's email of IHS 00083-00088).

## **INTERROGATORY NO. 2**

Identify all documents showing Defendant's payments from (and corresponding invoices to) the VA in regardsto VA contracts VA24617C0183, VA24918C10329, VA26317D0109, and VA69D17D0167.

## **RESPONSE TO INTERROGATORY NO. 2**

OBJECTION: not relevant and not reasonably calculated to lead to the discovery of relevant evidence, as this interrogatory, seeks documents concerning Responding Party's private contracts with the Veterans' Administration, to which Plaintiff was not a party and had no contractual rights or privity. The lawsuit concerns Defendant's alleged tortious interference with the alleged contractual relations with James Winters and Plaintiff, not Defendant's own contractual relations with the Veteran's Administration, to which Plaintiff was not a party and to which Plaintiff had no contractual privity or rights against Responding Party. OBJECTION: calls for confidential business information. Responding Party expressly prohibited James Winters from entering into any contract or commitment with any third party for or on behalf of IHS, including you. This prohibition, contained in the Distributor Agreement is set forth as follows: "**Distributors Inability to Contract for IHS**: In spite of anything contained in this Agreement to the contrary, Distributor shall not have the right to make any contracts or commitments for or on behalf of IHS without first obtaining the express written consent of IHS." (*Distributor Agreement*, § III (14), produced as a confidential document at IHS-00181-00182 (emphasis in original).) Moreover, Responding Party expressly reserved its right of confidentiality to its trade secrets, commercially useful confidential information, proprietary and/or private information, in § III (7) of its Distributor Agreement, set forth as follows:

IHS's competitive success depends upon the proper safeguarding of trade secrets and confidential information developed within IHS or entrusted to by its customers. Some of the information Distributors receive also may involve the privacy interests of individuals and must be safeguarded for that

The Goddard Law Firm, P.C.  
 8920 Technology Way, Suite 107  
 Reno, NV 89521  
 Phone 775-853-9455

reason as well, Distributor promises to preserve the confidentiality of IHS's trade secrets and commercially useful confidential information learned through Distributor at IHS and to use all such information only as necessary and appropriate for IHS's legitimate business purposes. Distributor also promises to safeguard against disclosure without the consent of affected persons all information touching on the privacy interests of employees of IHS or customers or employees of customers. Such trade secrets, commercially useful confidential information, proprietary and/or private information include without limitation (1) information about IHS's marketing strategies, (2) financial information about IHS, its shareholders, customers, or prospective customers, (3) the identity of IHS's customers and/or contact persons at such customers or prospective customers, (4) communications between IHS and any customers or potential customers, (5) the contents of IHS's business plans, its products or its proposals to present to potential customers, (6) the names, locations, practices or requirements of any vendors, suppliers, personnel or any other persons having a business relationship with IHS, (7) any confidential or secret development or research work of IHS, including information concerning any future or proposed services or products, (8) all of IHS's accountings, costs, revenue and other financial records and documents, as well as the contents thereof, (9) IHS's documents, contracts, agreements, correspondence and all other similar business records, and (10) any other confidential or secret aspect of the business of IHS, or its subsidiaries, affiliates or divisions.

(Distributor Agreement, § III (7), produced as a confidential document at IHS-00181-00182 (emphasis added).) In *Carpenter v. United States*, 484 U.S. 19, 26, 108 S. Ct. 316, 98 L. Ed. 2d 275 (U.S. 1987), the Supreme Court held, Confidential business information has long been recognized as property." *ABM Indus.*, 2010 U.S. Dist. LEXIS 143570, at \*17 (citing *Carpenter*, 484 U.S. 19 at 26 (citing *Ruckelshaus v. Monsanto Co.*, 467 U.S. 986, 1001-1004, 104 S. Ct. 2862, 81 L. Ed. 2d 815 (1984); *Dirks v. SEC*, 463 U.S. 646, 653, n. 10, 103 S. Ct. 3255, 77 L. Ed. 2d 911 (1983); *Board of Trade of Chicago v. Christie Grain & Stock Co.*, 198 U.S. 236, 250-251, 25 S. Ct. 637, 49 L. Ed. 1031 (1905); 5 U. S. C. § 552(b)(4)). "Confidential information acquired or compiled by a corporation in the course and conduct of its business is a species of property to which the corporation has the exclusive right and benefit, and which a court of equity will protect through the injunctive process or other appropriate remedy." *ABM Indus.*, 2010 U.S. Dist. LEXIS 143570, at \*18 (quoting 3 W. Fletcher, *Cyclopedia of Law of Private Corporations* § 857.1, p. 260 (rev. ed. 1986) (footnote omitted)); see also *MCI Worldcom, Inc. v. GSA*, 163 F. Supp. 2d 28, 38 (D.D.C. 2001) (the GSA's decision to disclose the pricing data contained in a business' contract, in response to a FOIA request



1 violated confidentiality provisions of applicable statutes, regulations and case law); and *MCI*  
 2 *Worldcom, Inc.* 163 F. Supp. 2d at 35 ("FOIA Exemption 4 provides that a federal agency may  
 3 withhold information if it constitutes 'trade secrets and commercial or financial information obtained  
 4 from a person, and is privileged or confidential.'" OBJECTION: seeks information which is not  
 5 proportionate to the needs of this case including because information concerning such records is not  
 6 relevant to the claims of this case or reasonably calculated to lead to the discovery of relevant evidence.  
 7 OBJECTION: Overly broad and unduly burdensome with respect to the phrase, "all documents  
 8 showing Defendant's payments from (and corresponding invoices to) the VA in regards to VA  
 9 Contracts VA24617C0183, VA24918C10329, VA26317D0109, and VA69D17D0167," which seeks  
 10 over-inclusive information and records, potentially including Respondent's banking records, which the  
 11 Court has ordered are not discoverable in this case, per ECF 054. *See Krause supra*, 2014 U.S. Dist.  
 12 LEXIS 14872, at \*16; and *Dauska*, 291 F.R.D. at 261. On these objections, responding party refuses to  
 13 respond to the interrogatory.

#### 14 **INTERROGATORY NO. 3**

15 Identify the full name, title, business addresses, email addresses and telephone numbers of each  
 16 individual that was involved in the termination of Winter's contract (distributor agreement) and the  
 17 dates of each individual's involvement.

#### 18 **RESPONSE TO INTERROGATORY NO. 3**

19 OBJECTION: Vague, ambiguous, and overly broad as to the phrase, "each individual that was  
 20 involved in the termination of Winter's contract." OBJECTION: may call for speculation as to the  
 21 dates of James Winters' involvement. Notwithstanding these objections, and without waiving them,  
 22 Responding Party responds as follows:

23 1. James Winters, 18318 Edwards Bluff, San Antonio, Texas 78259, 515-681-4144, email:  
 24 [jameswinters12345@yahoo.com](mailto:jameswinters12345@yahoo.com). James Winters' involvement in the termination of his contract with  
 25 IHS occurred when he failed to maintain the accounts of the region of his Distributor Agreement. In or  
 26 about January of 2017, James Winters moved out of IOWA, which was the location of his  
 27 distributorship region. Subsequently, in or about late Summer of 2017, James advised Responding  
 28 Party that he not only had moved but had taken a full time job at a car dealership, and he would not be



able to do his duties anymore. IHS was required to hire a 2nd and 3rd representative to cover James Winters' region. Moreover, in or about November, 2017, IHS learned that James Winters had previously violated the terms of the Distributor Agreement, in connection with his involvement with, and prohibited disclosures to, Terrance Walker regarding IHS business matters. James Winters specifically told Vanessa Parsons that he was going to walk away from the IHS-VA accounts in December 2017. So this was a process that was initiated by Winters and his actions;

2. Vanessa Parsons c/o William Geddes, Esq., The Geddes Law Firm, P.C., 8600 Technology Way, Suite 107, Reno, NV 89521, 775-853-9455, [will@thegeddeslawfirm.com](mailto:will@thegeddeslawfirm.com). Vanessa Parsons' involvement in the termination of Winters' contract occurred when learning information stated above for James Winters' involvement, and continued with her communications with her legal counsel, Daniel Germain, and culminated in the issuance of the termination letter to Winters, on February 8, 2018. (See IHS00176.);

3. Danny Weisberg c/o William Geddes, Esq., The Geddes Law Firm, P.C., 8600 Technology Way, Suite 107, Reno, NV 89521, 775-853-9455, [will@thegeddeslawfirm.com](mailto:will@thegeddeslawfirm.com). Danny Weisberg's involvement in the termination of Winters' contract occurred during the same, general time frame as did Vanessa Parson's involvement as stated above, and consisted of his generally being aware of such matters, including the termination of James Winters, prior to his termination; and

4. Daniel Germain, Esq., Rosman & Germain LLP, 16311 Ventura Blvd Ste 1200, Encino, CA 91436, (818) 788-0885, [Germain@lalawyer.com](mailto:Germain@lalawyer.com). Daniel Germain's involvement occurred during the period of December, 2017 through the termination of Winters, in early February 2018.

#### **INTERROGATORY NO. 4**

Identify all documents that involve the termination and suspension of Winter's distributor agreement.

#### **RESPONSE TO INTERROGATORY NO. 4**

OBJECTION: Vague, ambiguous, and overly broad as to the phrase, "all documents that involve the termination and suspension of Winter's distributor agreement." OBJECTION: Compound and/or improper use of subparts, the effect of which causes this set of interrogatories to exceed the number that may be propounded without leave of Court. See *Kendall v. GES Exposition Servs.*, 174

1 F.R.D. 684, 685 (D. Nev. 1997) (subsequent questions contained in an interrogatory, which can "stand  
2 alone," are to be counted as separate interrogatories). Here, the first part of the interrogatory requests  
3 the identity of documents that involve the termination of Winter's distributor agreement. The second  
4 part of the interrogatory requests the identity of documents that involve the suspension of Winter's  
5 distributor agreement.

6 Notwithstanding these objections, and without waiving them, Responding Party responds as  
7 follows: The following documents are responsive to this interrogatories: IHS00083-88 (James  
8 Winters' Email regarding his relationship with Terrance Walker); IHS00095 (Andrew Simonian Email  
9 to James Winters re Acknowledgment Points re Walker); IHS00146 (Danny Weisberg email  
10 Disclaiming that Walker had no affiliation or Contract with L.H.S., also noting L.H.S. Relationship with  
11 James Winters is suspended); IHS00155-00161 (Email from Dan Germain disclaiming any L.H.S.-  
12 Terrance Walker affiliation); IHS00176 (Distributor Termination Letter); IHS00177-00189 (IHS-James  
13 Winters Distributor Agreement); and IHS00190 (Text Message Between Vanessa Parsons and James  
14 Winters Re Terrance Walker).

15 **INTERROGATORY NO. 5**

16 Identify all VA contracts that James Winters helped Defendants with since September 2014.

17 **RESPONSE TO INTERROGATORY NO. 5**

18 OBJECTION: not relevant and not reasonably calculated to lead to the discovery of relevant  
19 evidence, as this interrogatory, seeks documents concerning Responding Party's private contracts with  
20 the Veterans' Administration, to which Plaintiff was not a party and had no contractual rights or privity.  
21 The lawsuit concerns Defendant's alleged tortious interference with the alleged contractual relations  
22 with James Winters and Plaintiff, not Defendant's own contractual relations with the Veteran's  
23 Administration for which James Winters may have had some involvement under contract with IHS.  
24 Plaintiff was not a party to IHS' contracts, including its VA contracts and its Distributor Agreement,  
25 and he had no contractual privity or rights against Responding Party regarding such matters.  
26 OBJECTION: calls for confidential business information. Responding Party expressly prohibited  
27 James Winters from entering into any contract or commitment with any third party for or on behalf of  
28 IHS, including you. This prohibition, contained in the Distributor Agreement is set forth as follows:



1 **"Distributors Inability to Contract for IHS:** In spite of anything contained in this Agreement to the  
 2 contrary, Distributor shall not have the right to make any contracts or commitments for or on behalf of  
 3 IHS without first obtaining the express written consent of IHS." (*Distributor Agreement*, § III (14),  
 4 produced as a confidential document at IHS-00181-00182 (emphasis in original).) OBJECTION: calls  
 5 for confidential business information. Responding Party expressly reserved its right of confidentiality  
 6 to its trade secrets, commercially useful confidential information, proprietary and/or private  
 7 information, in § III (7) of its Distributor Agreement, set forth as follows:

8 IHS's competitive success depends upon the proper  
 9 safeguarding of trade secrets and confidential information  
 10 developed within IHS or entrusted to by its customers. Some of  
 11 the information Distributors receive also may involve the  
 12 privacy interests of individuals and must be safeguarded for that  
 13 reason as well. Distributor promises to preserve the  
 14 confidentiality of IHS's trade secrets and commercially useful  
 15 confidential information learned through Distributor at IHS and  
 16 to use all such information only as necessary and appropriate  
 17 for IHS's legitimate business purposes. Distributor also  
 18 promises to safeguard against disclosure without the consent of  
 19 affected persons all information touching on the privacy  
 20 interests of employees of IHS or customers or employees of  
 21 customers. Such trade secrets, commercially useful confidential  
 22 information, proprietary and/or private information include  
 23 without limitation (1) information about IHS's marketing  
 24 strategies, (2) **financial information about IHS, its**  
**shareholders, customers, or prospective customers,** (3) the  
 identity of IHS's customers and/or contact persons at such  
 customers or prospective customers, (4) communications  
 between IHS and any customers or potential customers, (5) the  
 contents of IHS's business plans, its products or its proposals to  
 present to potential customers, (6) the names, locations,  
 practices or requirements of any vendors, suppliers, personnel  
 or any other persons having a business relationship with IHS,  
 (7) any confidential or secret development or research work of  
 IHS, including information concerning any future or proposed  
 services or products, (8) **all of IHS's accountings, costs,**  
**revenue and other financial records and documents, as well**  
**as the contents thereof,** (9) IHS's documents, contracts,  
 agreements, correspondence and all other similar business  
 records, and (10) any other confidential or secret aspect of the  
 business of IHS, or its subsidiaries, affiliates or divisions.

25 (*Distributor Agreement*, § III (7), produced as a confidential document at IHS-00181-00182 (emphasis  
 26 added).) Again, in *Carpenter*, 484 U.S. 19, 26, *supra*, the Supreme Court held that confidential  
 27 business information has long been recognized as property. *ABM Indus.*, 2010 U.S. Dist. LEXIS  
 28 143570, at \*17 (citing *Carpenter*, 484 U.S. 19 at 26 (citing *Ruckelshaus*, *supra*, 467 U.S. at 1001-1004;



The Geddes Law Firm, P.C.  
8000 Technology Way, Suite 107  
Reno, NV 89521  
Phone 775-853-9455

1 *Dirks, supra*, 463 U.S. at 653, n. 10; *Board of Trade of Chicago, supra*, 198 U.S. at 250-251; and 5 U.  
2 S. C. § 552(b)(4)). “Confidential information acquired or compiled by a corporation in the course and  
3 conduct of its business is a species of property to which the corporation has the exclusive right and  
4 benefit, and which a court of equity will protect through the injunctive process or other appropriate  
5 remedy.” *ABM Indus.*, 2010 U.S. Dist. LEXIS 143570, at \*18 (quoting 3 W. Fletcher, *Cyclopedia of*  
6 *Law of Private Corporations* § 857.1, p. 260 (rev. ed. 1986) (footnote omitted)); *see also MCI*  
7 *Worldcom, Inc., supra*, 163 F. Supp. 2d at 38 (the GSA’s decision to disclose the pricing data contained  
8 in a business’ contract, in response to a FOIA request violated confidentiality provisions of applicable  
9 statutes, regulations and case law); and *MCI Worldcom, Inc.* 163 F. Supp. 2d at 35 (“FOIA Exemption  
10 4 provides that a federal agency may withhold information if it constitutes ‘trade secrets and  
11 commercial or financial information obtained from a person, and is privileged or confidential.’”  
12 OBJECTION: vague and ambiguous as to the phrase, “all VA contracts that James Winters helped  
13 Defendants with.”

14 Notwithstanding these objections, and without waiving them, Responding Party responds as  
15 follows: CONFIDENTIALITY DESIGNATION: Responding Party herein designates the information  
16 provided in response to this interrogatory as “Confidential,” within the meaning of the protective order  
17 in effect for this case, at ECF 055:

- 18 (1) VA San Diego: VA262-15-C-0082;
- 19 (2) VA Los Angeles: VA262-15-P-0778;
- 20 (3) VA Long Beach: VA262-15-C-0168;
- 21 (4) VA Durham: VA24616N539;
- 22 (5) VA Iowa City: VA26317D0109;
- 23 (6) VA Richmond: VA24617C0183;
- 24 (7) VA Lexington: VA24918C10329; AND
- 25 (8) VA Great Lakes: VA69D27Q0725.

#### 26 **INTERROGATORY NO. 6**

27 Identify all documents showing Defendant’s full compliance with the provision of the federal  
28 contract (signed by James Winters), which states: “Contractor shall submit an electronic invoice by the

tenth (10th) of the following month services were performed to the Veterans Affairs Financial Services Center (VAFSC) e-Invoice through the website at <https://portal.tungsten-network.com/102mm> " (See EFC 4, Exhibit 7, page 2 Contract "VA69D1 7D0167").

**RESPONSE TO INTERROGATORY NO. 6**

OBJECTION: vague, ambiguous, and overly broad, with respect to the phrase, "all documents showing Defendant's full compliance with the provision of the federal contract (signed by James Winters)." OBJECTION: not relevant and not reasonably calculated to lead to the discovery of relevant evidence, as this interrogatory, seeks information concerning regulatory-compliance issues, which are not at issue in this tortious-interference case. Moreover, this interrogatory seeks information that is not relevant or reasonably calculated to lead to the discovery of relevant information regarding Responding Party's private business affairs and contracts with the Veterans' Administration, to which Plaintiff was not a party and had no contractual rights or privity. The lawsuit concerns Defendant's alleged tortious interference with the alleged contractual relations with James Winters and Plaintiff, not Defendant's own contractual relations with the Veteran's Administration for which James Winters may have had some involvement under contract with IHS. Plaintiff was not a party to any IHS' contracts, including its VA contracts and its Distributor Agreement with James Winters. Plaintiff has no contractual privity or rights against Responding Party regarding such matters. OBJECTION: calls for confidential business information. Responding Party expressly prohibited James Winters from entering into any contract or commitment with any third party for or on behalf of IHS, including you. This prohibition, contained in the Distributor Agreement is set forth as follows: "**Distributors Inability to Contract for IHS:** In spite of anything contained in this Agreement to the contrary, Distributor shall not have the right to make any contracts or commitments for or on behalf of IHS without first obtaining the express written consent of IHS." (*Distributor Agreement*, § III (14), produced as a confidential document at IHS-00181-00182 (emphasis in original).) OBJECTION: calls for confidential business information. Responding Party expressly reserved its right of confidentiality to its trade secrets, commercially useful confidential information, proprietary and/or private information, in § III (7) of its Distributor Agreement, set forth as follows:



The Geddes Law Firm, P.C.  
8660 Technology Way, Suite 107  
Reno, NV 89521  
Phone 775-853-9455

IHS's competitive success depends upon the proper safeguarding of trade secrets and confidential information developed within IHS or entrusted to by its customers. Some of the information Distributors receive also may involve the privacy interests of individuals and must be safeguarded for that reason as well. Distributor promises to preserve the confidentiality of IHS's trade secrets and commercially useful confidential information learned through Distributor at IHS and to use all such information only as necessary and appropriate for IHS's legitimate business purposes. Distributor also promises to safeguard against disclosure without the consent of affected persons all information touching on the privacy interests of employees of IHS or customers or employees of customers. Such trade secrets, commercially useful confidential information, proprietary and/or private information include without limitation (1) information about IHS's marketing strategies, (2) financial information about IHS, its shareholders, customers, or prospective customers, (3) the identity of IHS's customers and/or contact persons at such customers or prospective customers, (4) communications between IHS and any customers or potential customers, (5) the contents of IHS's business plans, its products or its proposals to present to potential customers, (6) the names, locations, practices or requirements of any vendors, suppliers, personnel or any other persons having a business relationship with IHS, (7) any confidential or secret development or research work of IHS, including information concerning any future or proposed services or products, (8) all of IHS's accountings, costs, revenue and other financial records and documents, as well as the contents thereof, (9) IHS's documents, contracts, agreements, correspondence and all other similar business records, and (10) any other confidential or secret aspect of the business of IHS, or its subsidiaries, affiliates or divisions.

(Distributor Agreement, § III (7), produced as a confidential document at IHS-00181-00182 (emphasis added).) As stated above, the Supreme Court has held that confidential business information has long been recognized as property. *ABM Indus.*, 2010 U.S. Dist. LEXIS 143570, at \*17 (citing *Carpenter*, 484 U.S. 19 at 26 (citing *Ruckelshaus*, *supra*, 467 U.S. at 1001-1004; *Dirks*, *supra*, 463 U.S. at 653, n. 10; *Board of Trade of Chicago*, *supra*, 198 U.S. at 250-251; and 5 U. S. C. § 552(b)(4)). "Confidential information acquired or compiled by a corporation in the course and conduct of its business is a species of property to which the corporation has the exclusive right and benefit, and which a court of equity will protect through the injunctive process or other appropriate remedy." *ABM Indus.*, 2010 U.S. Dist. LEXIS 143570, at \*18 (quoting 3 W. Fletcher, *Cyclopedia of Law of Private Corporations* § 857.1, p. 260 (rev. ed. 1986) (footnote omitted)); see also *MCI Worldcom, Inc.*, *supra*, 163 F. Supp. 2d at 38 (the GSA's decision to disclose the pricing data contained in a business' contract, in response to a FOIA



request violated confidentiality provisions of applicable statutes, regulations and case law); and *MCI Worldcom, Inc.* 163 F. Supp. 2d at 35 (“FOIA Exemption 4 provides that a federal agency may withhold information if it constitutes ‘trade secrets and commercial or financial information obtained from a person, and is privileged or confidential.’” On these objections, Responding Party refuses to answer the Interrogatory.

#### **INTERROGATORY NO. 7**

Identify all documents establishing Defendant’s compliance the monthly invoicing provisions of federal contracts VA24617C0183, VA24918C10329, VA26317D0109 (i) Identify All persons involved in the invoicing (their name, title, business address, email address, and phone numbers) involved in the decision, the date and time(s).

#### **RESPONSE TO INTERROGATORY NO. 7**

OBJECTION: vague, ambiguous, and overly broad, with respect to the phrase, “all documents establishing Defendant’s compliance the monthly invoicing provisions of federal contracts” and “[a]ll persons involved in the invoicing . . . involved in the decision, the date and time(s).” Here, it is not clear to what compliance or monthly invoicing provisions you refer. As well, it is not clear what you mean when you ask for the identity of persons who are “involved in the decision.” OBJECTION: Compound and/or improper use of subparts, the effect of which causes this set of interrogatories to exceed the number that may be propounded without leave of Court. *See Kendall supra*, 174 F.R.D. at 685 (subsequent questions contained in an interrogatory, which can “stand alone,” are to be counted as separate interrogatories). Here, the first part of the interrogatory requests the identity of documents “establishing Defendant’s compliance the monthly invoicing provisions of federal contracts.” The second part of the interrogatory requests the identity of “[a]ll persons involved in the invoicing.” OBJECTION: not relevant and not reasonably calculated to lead to the discovery of relevant evidence, as this interrogatory, seeks information concerning regulatory-compliance issues, which are not at issue in this tortious-interference case. Moreover, this interrogatory seeks information that is not relevant or reasonably calculated to lead to the discovery of relevant information regarding Responding Party’s private business affairs and contracts with the Veterans’ Administration, to which Plaintiff was not a party and had no contractual rights or privity. The lawsuit concerns Defendant’s alleged tortious

1 interference with the alleged contractual relations with James Winters and Plaintiff, not Defendant's  
 2 own contractual relations with the Veteran's Administration for which James Winters may have had  
 3 some involvement under contract with IHS. Plaintiff was not a party to any IHS' contracts, including  
 4 its VA contracts and its Distributor Agreement with James Winters. Plaintiff has no contractual privity  
 5 or rights against Responding Party regarding such matters. OBJECTION: calls for confidential  
 6 business information. Responding Party expressly prohibited James Winters from entering into any  
 7 contract or commitment with any third party for or on behalf of IHS, including you. This prohibition,  
 8 contained in the Distributor Agreement is set forth as follows: "**Distributors Inability to Contract for**  
 9 **IHS:** In spite of anything contained in this Agreement to the contrary, Distributor shall not have the  
 10 right to make any contracts or commitments for or on behalf of IHS without first obtaining the express  
 11 written consent of IHS." (*Distributor Agreement*, § III (14), produced as a confidential document at  
 12 IHS-00181-00182 (emphasis in original).) Responding Party expressly reserved its right of  
 13 confidentiality to its trade secrets, commercially useful confidential information, proprietary and/or  
 14 private information, in § III (7) of its Distributor Agreement, set forth as follows:

IHS's competitive success depends upon the proper  
 safeguarding of trade secrets and confidential information  
 developed within IHS or entrusted to by its customers. Some of  
 the information Distributors receive also may involve the  
 privacy interests of individuals and must be safeguarded for that  
 reason as well. Distributor promises to preserve the  
 confidentiality of IHS's trade secrets and commercially useful  
 confidential information learned through Distributor at IHS and  
 to use all such information only as necessary and appropriate  
 for IHS's legitimate business purposes. Distributor also  
 promises to safeguard against disclosure without the consent of  
 affected persons all information touching on the privacy  
 interests of employees of IHS or customers or employees of  
 customers. Such trade secrets, commercially useful confidential  
 information, proprietary and/or private information include  
 without limitation (1) information about IHS's marketing  
 strategies, (2) **financial information about IHS, its**  
**shareholders, customers, or prospective customers.** (3) the  
 identity of IHS's customers and/or contact persons at such  
 customers or prospective customers, (4) communications  
 between IHS and any customers or potential customers, (5) the  
 contents of IHS's business plans, its products or its proposals to  
 present to potential customers, (6) the names, locations,  
 practices or requirements of any vendors, suppliers, personnel  
 or any other persons having a business relationship with IHS,  
 (7) any confidential or secret development or research work of  
 IHS, including information concerning any future or proposed



services or products, (8) all of IHS's accountings, costs, revenue and other financial records and documents, as well as the contents thereof, (9) IHS's documents, contracts, agreements, correspondence and all other similar business records, and (10) any other confidential or secret aspect of the business of IHS, or its subsidiaries, affiliates or divisions.

(*Distributor Agreement*, § III (7), produced as a confidential document at IHS-00181-00182 (emphasis added).) As stated above, the Supreme Court has held that confidential business information has long been recognized as property. *ABM Indus.*, 2010 U.S. Dist. LEXIS 143570, at \*17 (citing *Carpenter*, 484 U.S. 19 at 26 (citing *Ruckelshaus*, *supra*, 467 U.S. at 1001-1004; *Dirks*, *supra*, 463 U.S. at 653, n. 10; *Board of Trade of Chicago*, *supra*, 198 U.S. at 250-251; and 5 U. S. C. § 552(b)(4)). “Confidential information acquired or compiled by a corporation in the course and conduct of its business is a species of property to which the corporation has the exclusive right and benefit, and which a court of equity will protect through the injunctive process or other appropriate remedy.” *ABM Indus.*, 2010 U.S. Dist. LEXIS 143570, at \*18 (quoting 3 W. Fletcher, *Cyclopedia of Law of Private Corporations* § 857.1, p. 260 (rev. ed. 1986) (footnote omitted)); *see also MCI Worldcom, Inc.*, *supra*, 163 F. Supp. 2d at 38 (the GSA's decision to disclose the pricing data contained in a business' contract, in response to a FOIA request violated confidentiality provisions of applicable statutes, regulations and case law); and *MCI Worldcom, Inc.* 163 F. Supp. 2d at 35 (“FOIA Exemption 4 provides that a federal agency may withhold information if it constitutes ‘trade secrets and commercial or financial information obtained from a person, and is privileged or confidential.’ On these objections, Responding Party refuses to answer the Interrogatory.

#### **INTERROGATORY NO. 8**

Identify the contracts or commitments that Winters made for or on behalf of IHS without the permission of Defendant.

#### **RESPONSE TO INTERROGATORY NO. 8**

OBJECTION: assumes facts not established and may call for a legal conclusion as to the phrase “contracts or commitments,” including as to whether such purported “contracts or commitments” are legally binding on Defendant. OBJECTION: may call for speculation as to contracts or commitments by Winters improperly attempted to be made on behalf of IHS without the permission of IHS, for which IHS does not have knowledge. OBJECTION: lacks foundation and misstates facts, to the degree that



1 the interrogatory assumes that Winters actually made a legally binding or enforceable contract or  
 2 commitment on behalf of IHS, without its permission; no such contract or commitment is legally  
 3 enforceable or binding on IHS.

4 Notwithstanding these objections, and without waiving them, Responding Party responds as  
 5 follows: Winters attempted to enter into contracts or commitments with Plaintiff on behalf of IHS,  
 6 without its permission, such contracts or commitments being identified or evidenced in the following  
 7 documents, already produced in this action: IHS00083-88 (James Winters' Email regarding his  
 8 relationship with Terrance Walker); IHS00095 (Andrew Simonian Email to James Winters re  
 9 Acknowledgment Points re Walker); IHS00146 (Danny Weisberg email Disclaiming that Walker has  
 10 no affiliation or Contract with I.H.S., also noting I.H.S. Relationship with James Winters is suspended);  
 11 IHS00154 (Email from James Winters re his "subcontract" with Terrance Walker; IHS00155-00161  
 12 (Email by Dan Germain disclaiming of any I.H.S.-Terrance Walker affiliation); and IHS00219-00226  
 13 (apparent "contract" by and between James Winters and Terrence Walker).

14 **INTERROGATORY NO. 9**

15 Identify all documents establishing Defendant's full compliance with monthly payment  
 16 provisions of Winter's distributor agreement.

17 **RESPONSE TO INTERROGATORY NO. 9**

18 OBJECTION: assumes facts not established and may call for a legal conclusion as to the phrase  
 19 "full compliance with monthly payment provisions of Winter's distributor agreement," OBJECTION:  
 20 not relevant and not reasonably calculated to lead to the discovery of relevant evidence, as this  
 21 interrogatory, seeks information about Defendant's "full compliance with monthly payment provisions  
 22 of Winter's distributor agreement," which issues are not being litigated in this action, and such  
 23 information is not relevant or reasonably calculated to lead to the discovery of relevant information in  
 24 this action. As well, it is immaterial to your cause of action for tortious interference with *your*  
 25 contractual relations how Responding Party carried out *its* contractual obligations with James Winters.  
 26 Again, you were not a party to any IHS' contracts, including its VA contracts and its Distributor  
 27 Agreement with James Winters. OBJECTION: calls for confidential business information.  
 28 Responding Party expressly prohibited James Winters from entering into any contract or commitment

1 with any third party for or on behalf of IHS, including you. This prohibition, contained in the  
 2 Distributor Agreement is set forth as follows: "**Distributors Inability to Contract for IHS:** In spite of  
 3 anything contained in this Agreement to the contrary, Distributor shall not have the right to make any  
 4 contracts or commitments for or on behalf of IHS without first obtaining the express written consent of  
 5 IHS." (*Distributor Agreement*, § III (14), produced as a confidential document at IHS-00181-00182  
 6 (emphasis in original).) In fact, Responding Party expressly reserved its right of confidentiality to its  
 7 trade secrets, commercially useful confidential information, proprietary and/or private information, in §  
 8 III (7) of its Distributor Agreement, set forth as follows:

9 IHS's competitive success depends upon the proper  
 10 safeguarding of trade secrets and confidential information  
 11 developed within IHS or entrusted to by its customers. Some of  
 12 the information Distributors receive also may involve the  
 13 privacy interests of individuals and must be safeguarded for that  
 14 reason as well. Distributor promises to preserve the  
 15 confidentiality of IHS's trade secrets and commercially useful  
 16 confidential information learned through Distributor at IHS and  
 17 to use all such information only as necessary and appropriate  
 18 for IHS's legitimate business purposes. Distributor also  
 19 promises to safeguard against disclosure without the consent of  
 20 affected persons all information touching on the privacy  
 21 interests of employees of IHS or customers or employees of  
 22 customers. Such trade secrets, commercially useful confidential  
 23 information, proprietary and/or private information include  
 24 without limitation (1) information about IHS's marketing  
 25 strategies, (2) financial information about IHS, its shareholders,  
 customers, or prospective customers, (3) the identity of IHS's  
 customers and/or contact persons at such customers or  
 prospective customers, (4) communications between IHS and  
 any customers or potential customers, (5) the contents of IHS's  
 business plans, its products or its proposals to present to  
 potential customers, (6) the names, locations, practices or  
 requirements of any vendors, suppliers, personnel or any other  
 persons having a business relationship with IHS, (7) any  
 confidential or secret development or research work of IHS,  
 including information concerning any future or proposed  
 services or products, (8) **all of IHS's accountings, costs,  
 revenue and other financial records and documents, as well  
 as the contents thereof,** (9) **IHS's documents, contracts,  
 agreements, correspondence and all other similar business  
 records,** and (10) any other confidential or secret aspect of the  
 business of IHS, or its subsidiaries, affiliates or divisions.

26 (*Distributor Agreement*, § III (7), produced as a confidential document at IHS-00181-00182 (emphasis  
 27 added).) Here you seek confidential information, prohibited from disclosure by Clauses 8-9 of this  
 28 section. As stated above, the Supreme Court has held that confidential business information has long



The Goddess Law Firm, P.C.  
 8600 Technology Way, Suite 107  
 Reno, NV 89521  
 Phone 775-453-9455

1 been recognized as property. *ABM Indus.*, 2010 U.S. Dist. LEXIS 143570, at \*17 (citing *Carpenter*,  
 2 484 U.S. 19 at 26 (citing *Ruckelshaus*, *supra*, 467 U.S. at 1001-1004; *Dirks*, *supra*, 463 U.S. at 653, n.  
 3 10; *Board of Trade of Chicago*, *supra*, 198 U.S. at 250-251; and 5 U. S. C. § 552(b)(4)). "'Confidential  
 4 information acquired or compiled by a corporation in the course and conduct of its business is a species  
 5 of property to which the corporation has the exclusive right and benefit, and which a court of equity  
 6 will protect through the injunctive process or other appropriate remedy.'" *ABM Indus.*, 2010 U.S. Dist.  
 7 LEXIS 143570, at \*18 (quoting 3 W. Fletcher, *Cyclopedia of Law of Private Corporations* § 857.1, p.  
 8 260 (rev. ed. 1986) (footnote omitted)); *see also MCI Worldcom, Inc.*, *supra*, 163 F. Supp. 2d at 38 (the  
 9 GSA's decision to disclose the pricing data contained in a business' contract, in response to a FOIA  
 10 request violated confidentiality provisions of applicable statutes, regulations and case law); and *MCI*  
 11 *Worldcom, Inc.* 163 F. Supp. 2d at 35 ("FOIA Exemption 4 provides that a federal agency may  
 12 withhold information if it constitutes 'trade secrets and commercial or financial information obtained  
 13 from a person, and is privileged or confidential.'" On these objections, Responding Party refuses to  
 14 answer the Interrogatory.

#### 15 INTERROGATORY NO. 10

16 Identify all communications (documented or not) that Defendant had with Winters in regards to  
 17 the deficiencies used by Defendant as a basis to terminate Winters' distributor agreement on or prior to  
 18 Feb. 8, 2018.

#### 19 RESPONSE TO INTERROGATORY NO. 10

20 OBJECTION: overly broad and unduly burdensome with respect to the phrase "all  
 21 communications (documented or not) that Defendant had with Winters in regards to the deficiencies  
 22 used by Defendant as a basis to terminate Winters' distributor agreement." *See Krause supra*, 2014  
 23 U.S. Dist. LEXIS 14872, at \*16 ("[a] discovery request is overly broad and unduly burdensome on its  
 24 face if it uses an omnibus term such as 'relating to,' 'pertaining to,' or 'concerning' to modify a general  
 25 category or broad range of documents or information"); and *Dauska*, 291 F.R.D. at 261. OBJECTION:  
 26 calls for confidential business information. Responding Party expressly reserved its right of  
 27 confidentiality to its trade secrets, commercially useful confidential information, proprietary and/or  
 28 private information, in § III (7) of its Distributor Agreement, set forth as follows:



The Oeddes Law Firm, P.C.  
8660 Technology Way, Suite 107  
Reno, NV 89521  
Phone 775-833-9455

IHS's competitive success depends upon the proper safeguarding of trade secrets and confidential information developed within IHS or entrusted to by its customers. Some of the information Distributors receive also may involve the privacy interests of individuals and must be safeguarded for that reason as well. Distributor promises to preserve the confidentiality of IHS's trade secrets and commercially useful confidential information learned through Distributor at IHS and to use all such information only as necessary and appropriate for IHS's legitimate business purposes. Distributor also promises to safeguard against disclosure without the consent of affected persons all information touching on the privacy interests of employees of IHS or customers or employees of customers. Such trade secrets, commercially useful confidential information, proprietary and/or private information include without limitation (1) information about IHS's marketing strategies, (2) financial information about IHS, its shareholders, customers, or prospective customers, (3) the identity of IHS's customers and/or contact persons at such customers or prospective customers, (4) communications between IHS and any customers or potential customers, (5) the contents of IHS's business plans, its products or its proposals to present to potential customers, (6) the names, locations, practices or requirements of any vendors, suppliers, personnel or any other persons having a business relationship with IHS, (7) any confidential or secret development or research work of IHS, including information concerning any future or proposed services or products, (8) all of IHS's accountings, costs, revenue and other financial records and documents, as well as the contents thereof, (9) IHS's documents, contracts, agreements, correspondence and all other similar business records, and (10) any other confidential or secret aspect of the business of IHS, or its subsidiaries, affiliates or divisions.

(Distributor Agreement, § III (7), produced as a confidential document at IHS-00181-00182 (emphasis added).) Here you seek confidential information, prohibited from disclosure by Clause 9 of this section. As stated above, the Supreme Court has held that confidential business information has long been recognized as property. *ABM Indus.*, 2010 U.S. Dist. LEXIS 143570, at \*17 (citing *Carpenter*, 484 U.S. 19 at 26 (citing *Ruckelshaus*, *supra*, 467 U.S. at 1001-1004; *Dirks*, *supra*, 463 U.S. at 653, n. 10; *Board of Trade of Chicago*, *supra*, 198 U.S. at 250-251; and 5 U. S. C. § 552(b)(4)). “Confidential information acquired or compiled by a corporation in the course and conduct of its business is a species of property to which the corporation has the exclusive right and benefit, and which a court of equity will protect through the injunctive process or other appropriate remedy.” *ABM Indus.*, 2010 U.S. Dist. LEXIS 143570, at \*18 (quoting 3 W. Fletcher, *Cyclopedia of Law of Private Corporations* § 857.1, p. 260 (rev. ed. 1986) (footnote omitted)); see also *MCI Worldcom, Inc.*, *supra*, 163 F. Supp. 2d at 38 (the

1 GSA's decision to disclose the pricing data contained in a business' contract, in response to a FOIA  
 2 request violated confidentiality provisions of applicable statutes, regulations and case law); and *MCI*  
 3 *Worldcom, Inc.* 163 F. Supp. 2d at 35 ("FOIA Exemption 4 provides that a federal agency may  
 4 withhold information if it constitutes 'trade secrets and commercial or financial information obtained  
 5 from a person, and is privileged or confidential.'")

6 Notwithstanding these objections, and without waiving them, Responding Party responds as  
 7 follows: CONFIDENTIALITY DESIGNATION: Responding Party herein designates the information  
 8 provided in response to this interrogatory as "Confidential," within the meaning of the protective order  
 9 in effect for this case, at ECF 055:

10 The following communications, or activities for which there were communications, relate to  
 11 Winters' deficiencies, which provided a basis to terminate his distributor agreement:

12 In or about 2014, James Winters signed on to be an independent distributor for IHS' monitoring  
 13 services in state of IOWA. But James Winters brought in only one account in Iowa, per the terms of  
 14 the contract, of which fact there were communications after the Distributor Agreement was signed. At  
 15 or about the end of year 2016, James Winters expressed more and more personal issues where he didn't  
 16 know what he could of for IHS anymore and would vacillate on the question of whether he would  
 17 continue with IHS. He was supposed to service the accounts he referred, but he failed to maintain the  
 18 accounts, and he visited only two accounts, one time each, at the VA Richmond and VA Great Lakes  
 19 sites. But he didn't service or maintain accounts at all prior to Richmond in 2017, and then performed  
 20 only the two, one-day visits referenced here. In or about February of 2017, James Winters  
 21 communicated a desire to try to get on track with his IHS obligations. During this period, James  
 22 Winters was not maintaining accounts, as required by the Distributor Agreement. The nurses and  
 23 medical teams were not serviced by James and this would put his burden of his duties on others.

24 In 2015-2016 James would disappear completely for periods of time. James Winters  
 25 communicated with IHS as to his particular failures to comply with the requirements of his agreement,  
 26 attributing his failures to personal issues he had. Sometime in 2016/2017, James Winters provided IHS  
 27 with various places to wire money (different states), and he admitted that he had moved to Texas in  
 28 July of 2017 and taken a job, and that he would not be available to do much for IHS. IHS replaced



1 James Winters in Iowa with a full time representative.

2 In 2017, IHS picked up a VA account for the Richmond Area, by word of mouth. James  
3 Winters flew there and did an in-service call. In or about February 2017, James Winters informed IHS  
4 of a solicitation IHS could make a bid on for VA Great Lakes. For months after the bid was submitted,  
5 James Winters disappeared again and said he was moving on to a new job and could not move forward  
6 with IHS, as required by the Distributor Agreement. James Winters advised IHS that he could not carry  
7 out his obligations under the Distributor Agreement.

8 In or about July of 2017, IHS learned it was awarded the VA Great Lakes contract. IHS  
9 communicated with James Winters that he was going to need to get involved if he were going to be  
10 involved on that project. James Winters provided initial in-servicing calls for this account, but he was  
11 tied to a new job in Texas and was unable to carry out his obligations under the Distributor Agreement.  
12 Representatives from the Great Lakes account communicated to IHS great displeasure with James  
13 Winters' performance, stating that James Winters appeared not to care and appeared as if he did not  
14 want to be there. IHS let James Winters know that he was being paid as a goodwill gesture, but it was  
15 certainly not due to his performance, based on his failure to comply with these obligations under the  
16 Distributor Agreement.

17 In or about November of 2017, rude emails were sent to IHS by Plaintiff. IHS did not know  
18 what the matter was about and contacted James Winters regarding such matters. James Winters  
19 initially assured Vanessa Parsons that Plaintiff was an unrelated business associate that he had some  
20 back deals with, unrelated to IHS, but maybe Plaintiff had shown James Winters how to find bids,  
21 which are not difficult to find as they are publicly advertised. Thus, James Winters told IHS to ignore  
22 Plaintiff. But Plaintiff continued to send disturbing emails to IHS, threatening IHS with FBI raids,  
23 lawsuits, and sending the IHS bookkeeper to jail. Yet, James kept assuring IHS that he was really  
24 embarrassed by Plaintiff, describing Plaintiff as a massive hot head with issues. James Winters was  
25 very aware he could not subcontract for IHS.

26 In or about December of 2017 or early January 2018, James Winters first informed IHS that he  
27 might have promised to pay Plaintiff 50% of the fees earned by James Winters at IHS. Then IHS  
28 received more disturbing emails from Mr. Walker. In these emails he claimed that IHS was not paying

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8000 Technology Way, Suite 107  
Reno, NV 89521  
Phone 775-853-9453

the amounts owed. In response, James Winters unequivocally advised IHS that James Winters was quitting or terminating his Distributor Agreement because he had moved on with his life in Texas, where he had a new job, and that it wasn't worth it for him to try to move forward with IHS, as Mr. Walker was making his life very difficult for their own personal, business relationship. James Winters was aware that he couldn't maintain and service his accounts, as required by the Distributor Agreement, and his relationship with Plaintiff appeared to pushed him over the edge. James Winters asked Vanessa Parsons if James Winters could make a new business relationship with IHS, possibly if he found some local, private doctor accounts in his Texas Area. Vanessa Parsons informed James Winters that it was a problem that he had a "secret" business relationship with Plaintiff that was never mentioned before, which was prohibited by the Distributor Agreement, and an investigation needed to be done to uncover the scope of the problem. James Winters initially appeared willing to assist IHS with its investigation concerning this matter. IHS' business attorney tried to work with James Winters, to carry out this investigation. But, it appeared that James Winters was not sincere in wanting to assist in an investigation of the matter, and James Winters appeared to be "playing both sides," and he apparently was providing Plaintiff with confidential information. During the approximate period of December 2017 through or about early February 2018, IHS' business attorney was trying to carry out this investigation, including by having James Winters explain what his relationship was to Plaintiff, who appeared to be acting as an advisor or attorney to James Winters, citing laws and making threats. During this time period, Plaintiff communicated to IHS' VA account representatives, making demands and threats. James Winters was not properly cooperating with IHS' investigation into this matter and he was not addressing his failures to comply with his obligations under the Distributor Agreement.

On February 8, 2018, James Winters was terminated as a distributor, the communications of which are set forth in IHS-00176.

#### **INTERROGATORY NO. 11**

Identify all documents relied upon and referred to by Defendant (through attorney Daniel Germain) who stated that they "demanded that Mr. Walker discontinue all communications with Intelli-heart's customers" and that Mr. Walker "harass and annoy Intelli-heart's customers" and "other client's of Intelli-heart" (See Response to Plaintiff's Request for Admission, set on, #86, dated about Dec. 23,



2018).

**RESPONSE TO INTERROGATORY NO. 11**

OBJECTION: assumes facts not established, to the degree that the interrogatory assumes that "communications" were written communications, and not oral communications. OBJECTION: may call for confidential attorney-client communications and work product. OBJECTION: may call for confidential business information and records.

Notwithstanding these objections, and without waiving them, Responding Party responds as follows: the communications regarding demands that Plaintiff discontinue communications with Intelli-Heart's customers appear to be oral communications not written communications, made in direct and ongoing conversations that Dan Germain had with James Winters from or about January 2018 to or about April 2, 2018, in which communications, James Winters was told, agreed to, and had confirmed to Dan Germain that he had requested of Plaintiff to stop communicating with Intelli-Heart customers, as he was not a legitimate subcontractor of IHS. As for documents supporting the statement that Plaintiff was harassing and annoying, IHS-00155, documents this matter, where Kevin Cochran, Contracting Specialist for the VA specifically stated: "Please see the below communications from Mr. Walker. These emails have become very annoying and I would greatly appreciate if you all would please remedy this ASAP." The emails referred to were emails from Plaintiff, having the subject line: "RE: [EXTERNAL] VA24918C10329: Notification of subcontractor payment more than 90 days past due & proof that ALL subcontract ARE NOT required OVER \$700k."

**INTERROGATORY NO. 12**

Identify all work which James winters provided helped on the contracts VA24617C0183, VA24918C10329, VA26317D0109, VA69D17D0167.

**RESPONSE TO INTERROGATORY NO. 12**

OBJECTION: overly broad and unduly burdensome as to the phrase "all work which James winters provided helped on the contracts VA24617C0183, VA24918C10329, VA26317D0109, VA69D17D0167." OBJECTION: not relevant and not reasonably calculated to lead to the discovery of relevant evidence, as this interrogatory, seeks documents concerning Responding Party's private contracts with the Veterans' Administration and James Winters, to which Plaintiff was not a party and

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8500 Technology Way, Suite 107  
Reno, NV 89521  
Phone 775-453-9455

1 had no contractual rights or privity. The lawsuit concerns Defendant's alleged tortious interference  
2 with the alleged contractual relations with James Winters and Plaintiff, not Defendant's internal  
3 business matters on contracts and with its distributors. The work that James Winters performed for  
4 Defendant is not material to the legal elements of your tortious-interference claim, including because  
5 the work he performed for IHS was governed by IHS' contract with Winters, to which you were not a  
6 party and to which you have no legal standing or privity with IHS. The unauthorized contract that may  
7 have existed between you and Winters imposed no obligations on IHS. Any work that James Winters  
8 performed for IHS on the VA contracts in question have no bearing on whether IHS committed acts of  
9 tortious interference with *your* alleged contractual relations with Winters. Again, James Winters was  
10 expressly prohibited from unilaterally binding IHS to any third-party agreement or commitment. This  
11 prohibition, contained in the Distributor Agreement is set forth as follows: "**Distributors Inability to**  
12 **Contract for IHS**: In spite of anything contained in this Agreement to the contrary, Distributor shall  
13 not have the right to make any contracts or commitments for or on behalf of IHS without first obtaining  
14 the express written consent of IHS." (*Distributor Agreement*, § III (14), produced as a confidential  
15 document at IHS-00181-00182 (emphasis in original).) OBJECTION: calls for confidential business  
16 information. Responding Party expressly reserved its right of confidentiality to its trade secrets,  
17 commercially useful confidential information, proprietary and/or private information, in § III (7) of its  
18 Distributor Agreement, set forth as follows:

19 IHS's competitive success depends upon the proper  
20 safeguarding of trade secrets and confidential information  
21 developed within IHS or entrusted to by its customers. Some of  
22 the information Distributors receive also may involve the  
23 privacy interests of individuals and must be safeguarded for that  
24 reason as well. Distributor promises to preserve the  
25 confidentiality of IHS's trade secrets and commercially useful  
26 confidential information learned through Distributor at IHS and  
27 to use all such information only as necessary and appropriate  
28 for IHS's legitimate business purposes. Distributor also  
promises to safeguard against disclosure without the consent of  
affected persons all information touching on the privacy  
interests of employees of IHS or customers or employees of  
customers. Such trade secrets, commercially useful confidential  
information, proprietary and/or private information include  
without limitation (1) information about IHS's marketing  
strategies, (2) **financial information about IHS, its**  
**shareholders, customers, or prospective customers**, (3) the  
identity of IHS's customers and/or contact persons at such



1 customers or prospective customers, (4) communications  
 2 between IHS and any customers or potential customers, (5) the  
 3 contents of IHS's business plans, its products or its proposals to  
 4 present to potential customers, (6) the names, locations,  
 5 practices or requirements of any vendors, suppliers, personnel  
 6 or any other persons having a business relationship with IHS,  
 7 (7) any confidential or secret development or research work of  
 8 IHS, including information concerning any future or proposed  
 9 services or products, (8) all of IHS's accountings, costs, revenue  
 10 and other financial records and documents, as well as the  
 11 contents thereof, (9) IHS's documents, contracts, agreements,  
 12 correspondence and all other similar business records, and  
 13 (10) any other confidential or secret aspect of the business of  
 14 IHS, or its subsidiaries, affiliates or divisions.

15 (*Distributor Agreement*, § III (7), produced as a confidential document at IHS-00181-00182  
 16 (emphasis added).) Here you seek confidential information, prohibited from disclosure by Clauses 2  
 17 and 9 of this section. In *Carpenter v. United States*, 484 U.S. 19, 26, 108 S. Ct. 316, 98 L. Ed. 2d 275  
 18 (U.S. 1987), the Supreme Court held, Confidential business information has long been recognized as  
 19 property." *ABM Indus.*, 2010 U.S. Dist. LEXIS 143570, at \*17 (citing *Carpenter*, 484 U.S. 19 at 26  
 20 (citing *Ruckelshaus v. Monsanto Co.*, 467 U.S. 986, 1001-1004, 104 S. Ct. 2862, 81 L. Ed. 2d 815  
 21 (1984); *Dirks v. SEC*, 463 U.S. 646, 653, n. 10, 103 S. Ct. 3255, 77 L. Ed. 2d 911 (1983); *Board of*  
 22 *Trade of Chicago v. Christie Grain & Stock Co.*, 198 U.S. 236, 250-251, 25 S. Ct. 637, 49 L. Ed. 1031  
 23 (1905); 5 U. S. C. § 552(b)(4)). "Confidential information acquired or compiled by a corporation in  
 24 the course and conduct of its business is a species of property to which the corporation has the  
 25 exclusive right and benefit, and which a court of equity will protect through the injunctive process or  
 26 other appropriate remedy." *ABM Indus.*, 2010 U.S. Dist. LEXIS 143570, at \*18 (quoting 3 W.  
 27 Fletcher, *Cyclopedia of Law of Private Corporations* § 857.1, p. 260 (rev. ed. 1986) (footnote  
 28 omitted)); see also *MCI Worldcom, Inc. v. GSA*, 163 F. Supp. 2d 28, 38 (D.D.C. 2001) (the GSA's  
 decision to disclose the pricing data contained in a business' contract, in response to a FOIA request  
 violated confidentiality provisions of applicable statutes, regulations and case law); and *MCI*  
*Worldcom, Inc.* 163 F. Supp. 2d at 35 ("FOIA Exemption 4 provides that a federal agency may  
 withhold information if it constitutes 'trade secrets and commercial or financial information obtained  
 from a person, and is privileged or confidential.' OBJECTION; seeks information which is not  
 proportionate to the needs of this case including because information concerning such records is not  
 relevant to the claims of this case or reasonably calculated to lead to the discovery of relevant evidence.

On these objections, Defendant refuses to answer this interrogatory.

**INTERROGATORY NO. 13**

Identifying each document supporting each defense and affirmative defense in this matter.

**RESPONSE TO INTERROGATORY NO. 13**

OBJECTION: overly broad and unduly burdensome with respect to the phrase, "each document supporting each defense and affirmative defense in this matter." See *Krause v. Nev. Mut. Ins. Co.*, No. 2:12-cv-00342-JCM-CWH, 2014 U.S. Dist. LEXIS 14872, at \*16 (D. Nev. Feb. 6, 2014) (a discovery request is overly broad and unduly burdensome on its face if it addresses a general category or broad range of documents or information); and *Dauska v. Green Bay Packaging Inc.*, 291 F.R.D. 251, 261 (E.D. Wisc. 2013). This interrogatory ostensibly seeks the identity of each document that supports not only an entire section of Defendant's *Amended Answer*, containing 31 affirmative defenses, but any "defense," whether an affirmative defense or not, i.e., this would include any assertion that that Plaintiff has failed to prove the elements of his case—which is patently overly broad and unduly burdensome.

OBJECTION: Defendant may not have considered all the possible legal theories upon which it will defend any trial in this litigation. OBJECTION: may call for a legal conclusion. OBJECTION: may call for confidential attorney work product. Notwithstanding these objections, and without waiving them, Responding Party responds as follows: Responding Party identifies the following documents produced by Defendant in this litigation as being responsive to this interrogatory: IHS00001-00013; and IHS00083-00192; and IHS00196-00226.

**INTERROGATORY NO. 14**

Identify each provision in the Winter's distributor agreement (the contract between Winter and IHS) that was invoked by Defendant to authorize the termination of Winter's agreement in Feb. 2018.) (i) as to each provision invoked for said termination (in Request 14, above), identify each document that was relied upon.

**RESPONSE TO INTERROGATORY NO. 14**

OBJECTION: Compound and/or improper use of subparts, the effect of which causes this set of interrogatories to exceed the number that may be propounded without leave of Court. See *Kendall supra*, 174 F.R.D. at 685 (subsequent questions contained in an interrogatory, which can "stand alone,"



are to be counted as separate interrogatories). Here, the first part of the interrogatory requests identification of each provision in the Distributor Agreement that was invoked by Defendant to terminate the Distributor Agreement with Winters. The second part of the interrogatory requests the identification of each document that was relied upon. OBJECTION: vague and ambiguous as to the phrase "identify each document that was relied upon." OBJECTION: calls for confidential business information. Responding Party expressly reserved its right of confidentiality to its trade secrets, commercially useful confidential information, proprietary and/or private information, in § III (7) of its Distributor Agreement, set forth as follows:

IHS's competitive success depends upon the proper safeguarding of trade secrets and confidential information developed within IHS or entrusted to by its customers. Some of the information Distributors receive also may involve the privacy interests of individuals and must be safeguarded for that reason as well. Distributor promises to preserve the confidentiality of IHS's trade secrets and commercially useful confidential information learned through Distributor at IHS and to use all such information only as necessary and appropriate for IHS's legitimate business purposes. Distributor also promises to safeguard against disclosure without the consent of affected persons all information touching on the privacy interests of employees of IHS or customers or employees of customers. Such trade secrets, commercially useful confidential information, proprietary and/or private information include without limitation (1) information about IHS's marketing strategies, (2) financial information about IHS, its shareholders, customers, or prospective customers, (3) the identity of IHS's customers and/or contact persons at such customers or prospective customers, (4) communications between IHS and any customers or potential customers, (5) the contents of IHS's business plans, its products or its proposals to present to potential customers, (6) the names, locations, practices or requirements of any vendors, suppliers, personnel or any other persons having a business relationship with IHS, (7) any confidential or secret development or research work of IHS, including information concerning any future or proposed services or products, (8) all of IHS's accountings, costs, revenue and other financial records and documents, as well as the contents thereof, (9) IHS's documents, contracts, agreements, correspondence and all other similar business records, and (10) any other confidential or secret aspect of the business of IHS, or its subsidiaries, affiliates or divisions.

(Distributor Agreement, § III (7), produced as a confidential document at IHS-00181-00182 (emphasis added).) Here you seek confidential information, prohibited from disclosure by Clause 9 of this section. As stated above, the Supreme Court has held that confidential business information has long

The Gaddis Law Firm, P.C.  
 8600 Technology Way, Suite 107  
 Reno, NV 89521  
 Phone 775-853-9435

1 been recognized as property. *ABM Indus.*, 2010 U.S. Dist. LEXIS 143570, at \*17 (citing *Carpenter*,  
 2 484 U.S. 19 at 26 (citing *Ruckelshaus*, *supra*, 467 U.S. at 1001-1004; *Dirks*, *supra*, 463 U.S. at 653, n.  
 3 10; *Board of Trade of Chicago*, *supra*, 198 U.S. at 250-251; and 5 U. S. C. § 552(b)(4)). ““Confidential  
 4 information acquired or compiled by a corporation in the course and conduct of its business is a species  
 5 of property to which the corporation has the exclusive right and benefit, and which a court of equity  
 6 will protect through the injunctive process or other appropriate remedy.”” *ABM Indus.*, 2010 U.S. Dist.  
 7 LEXIS 143570, at \*18 (quoting 3 W. Fletcher, *Cyclopedia of Law of Private Corporations* § 857.1, p.  
 8 260 (rev. ed. 1986) (footnote omitted)); *see also MCI Worldcom, Inc.*, *supra*, 163 F. Supp. 2d at 38 (the  
 9 GSA’s decision to disclose the pricing data contained in a business’ contract, in response to a FOIA  
 10 request violated confidentiality provisions of applicable statutes, regulations and case law); and *MCI*  
 11 *Worldcom, Inc.* 163 F. Supp. 2d at 35 (“FOIA Exemption 4 provides that a federal agency may  
 12 withhold information if it constitutes ‘trade secrets and commercial or financial information obtained  
 13 from a person, and is privileged or confidential.’”

14 Notwithstanding these objections, and without waiving them, Responding Party responds as  
 15 follows: CONFIDENTIALITY DESIGNATION: Responding Party herein designates the information  
 16 and, where marked, documents provided in response to this interrogatory as “Confidential,” within the  
 17 meaning of the protective order in effect for this case, at ECF 055:

18 As stated in the termination letter, IHS00176, which were invoked to terminate James Winters,  
 19 James Winters violated the requirements of the Distributor Agreement in many ways, including the  
 20 following ways: He failed to secure the agreed minimum requirement for new customers/facilities,  
 21 required by § IV(2) of the agreement. He failed to adequately perform all services and duties assigned  
 22 by IHS, required by Independent Distributor Section, § B of the agreement. He failed to maintain all  
 23 accounts assigned to him, including providing reasonable and necessary after sale customer support,  
 24 installation of equipment and software, in service instructions for setting up IHS Service’s equipment  
 25 and training personnel of new customers in using the IHS Services, and proving further on-site training  
 26 or services as necessary, as required by § I(1) of the agreement. He failed to properly safeguard IHS’s  
 27 trade secrets, commercially useful confidential information, proprietary and/or private information,  
 28 required by §§ III(4) and (7) of the agreement. He failed to conduct business in a matter that reflected



The Geddes Law Firm, P.C.  
 8620 Technology Way, Suite 107  
 Reno, NV 89521  
 Phone 775-853-9455

favorably at all times on IHS Products and Services and the good name, goodwill and reputation of IHS, required by § 10(i) of the agreement. He engaged a third party, Terrance Walker, to work on his accounts in direct violation of the terms of § 13 of the agreement. The documents relied upon for the decision to terminate James Winters are set forth as follows: IHS 00177-00189; IHS-0083-00095; IHS-00227, produced herein with redactions for bank account and routing information, which shows that James Winters moved to Texas; IHS-00228-00229, produced herein, two emails from James Winters, confirming that he was "off the grid," in July and August of 2017, which evidenced an inability to properly service his accounts, or adversely impacted his ability to service his accounts; and emails from Plaintiff showing that James Winters had wrongfully disclosed confidential information to Plaintiff, including those emails of: IHS00089-90 (Email: Threatening Breach); IHS00091-00094 (Email: Re: FW: James Winters Commissions from July to Present); IHS00142-00145 (Email Thread: Subcontractor payment: Walker Requests VA Discontinue Payments on VA24617C0183); IHS00148-00153 (Emails from Walker re Claim that I.H.S. is Violating FAR 52.242-5 - Payments to Small Business Subcontractors and 52.232-40(c)); IHS00154 (Email from James Winters re his "subcontract" with Terrance Walker); IHS00155-00161 (Emails regarding Terrance Walker demands and Dan Germain disclaimer of any I.H.S.-Terrance Walker affiliation); and IHS00095 (Andrew Simonian Email to James Winters re Acknowledgment Points re Walker).

#### **INTERROGATORY NO. 15**

Identify all documents that show Defendant provided information and money to Winters to maintain accounts prior to the Feb 8, 2018 termination.

#### **RESPONSE TO INTERROGATORY NO. 15**

OBJECTION: assumes facts not established with regarding to any requirement by Defendant to provide information and money to Winters to maintain his accounts under the Distributor Agreement. OBJECTION: Vague and ambiguous as to the phrase "provided information and money to Winters to maintain accounts." OBJECTION: not relevant and not reasonably calculated to lead to the discovery of relevant evidence, as this interrogatory, seeks documents concerning Responding Party's payment of money to Winters to maintain his accounts, which were the subject of Defendant's private contracts with the its clients and Winters, to which Plaintiff was not a party and had no contractual rights or

1 privity. The lawsuit concerns Defendant's alleged tortious interference with the alleged contractual  
 2 relations between James Winters and Plaintiff, not Defendant's own contractual relations with James  
 3 Winters, to which Plaintiff was not a party and to which Plaintiff had no contractual privity or rights  
 4 against Responding Party. The information and money that James Winters was given by Defendant to  
 5 maintain his accounts is not material to the legal elements of your tortious-interference claim, including  
 6 because his performance obligations for IHS was governed by IHS' contract with James Winters, to  
 7 which you were not a party and to which you have no legal standing or privity with IHS.  
 8 OBJECTION: calls for confidential business information. Responding Party expressly prohibited  
 9 James Winters from entering into any contract or commitment with any third party for or on behalf of  
 10 IHS, including you. This prohibition, contained in the Distributor Agreement is set forth as follows:  
 11 **"Distributors Inability to Contract for IHS:** In spite of anything contained in this Agreement to the  
 12 contrary, Distributor shall not have the right to make any contracts or commitments for or on behalf of  
 13 IHS without first obtaining the express written consent of IHS." (*Distributor Agreement*, § III (14),  
 14 produced as a confidential document at IHS-00181-00182 (emphasis in original).) Moreover,  
 15 Responding Party expressly reserved its right of confidentiality to its trade secrets, commercially useful  
 16 confidential information, proprietary and/or private information, in § III (7) of its Distributor  
 17 Agreement, set forth as follows:

18 IHS's competitive success depends upon the proper  
 19 safeguarding of trade secrets and confidential information  
 20 developed within IHS or entrusted to by its customers. Some of  
 21 the information Distributors receive also may involve the  
 22 privacy interests of individuals and must be safeguarded for that  
 23 reason as well. Distributor promises to preserve the  
 24 confidentiality of IHS's trade secrets and commercially useful  
 25 confidential information learned through Distributor at IHS and  
 26 to use all such information only as necessary and appropriate  
 27 for IHS's legitimate business purposes. Distributor also  
 28 promises to safeguard against disclosure without the consent of  
 affected persons all information touching on the privacy  
 interests of employees of IHS or customers or employees of  
 customers. Such trade secrets, commercially useful confidential  
 information, proprietary and/or private information include  
 without limitation (1) information about IHS's marketing  
 strategies, (2) **financial information about IHS, its**  
**shareholders, customers, or prospective customers.** (3) the  
 identity of IHS's customers and/or contact persons at such  
 customers or prospective customers, (4) communications  
 between IHS and any customers or potential customers, (5) the



1 contents of IHS's business plans, its products or its proposals to  
 2 present to potential customers, (6) the names, locations,  
 3 practices or requirements of any vendors, suppliers, personnel  
 4 or any other persons having a business relationship with IHS,  
 5 (7) any confidential or secret development or research work of  
 6 IHS, including information concerning any future or proposed  
 7 services or products, (8) all of IHS's accountings, costs,  
revenue and other financial records and documents, as well  
as the contents thereof. (9) IHS's documents, contracts,  
agreements, correspondence and all other similar business  
records, and (10) any other confidential or secret aspect of the  
 business of IHS, or its subsidiaries, affiliates or divisions.

7 (*Distributor Agreement*, § III (7), produced as a confidential document at IHS-00181-00182  
 8 (emphasis added).) Here, you seek information made expressly confidential under §§ 2, 8 and 9 of this  
 9 agreement. In *Carpenter v. United States*, 484 U.S. 19, 26, 108 S. Ct. 316, 98 L. Ed. 2d 275 (U.S.  
 10 1987), the Supreme Court held, Confidential business information has long been recognized as  
 11 property." *ABM Indus.*, 2010 U.S. Dist. LEXIS 143570, at \*17 (citing *Carpenter*, 484 U.S. 19 at 26  
 12 (citing *Ruckelshaus v. Monsanto Co.*, 467 U.S. 986, 1001-1004, 104 S. Ct. 2862, 81 L. Ed. 2d 815  
 13 (1984); *Dirks v. SEC*, 463 U.S. 646, 653, n. 10, 103 S. Ct. 3255, 77 L. Ed. 2d 911 (1983); *Board of*  
 14 *Trade of Chicago v. Christie Grain & Stock Co.*, 198 U.S. 236, 250-251, 25 S. Ct. 637, 49 L. Ed. 1031  
 15 (1905); 5 U. S. C. § 552(b)(4)). "Confidential information acquired or compiled by a corporation in  
 16 the course and conduct of its business is a species of property to which the corporation has the  
 17 exclusive right and benefit, and which a court of equity will protect through the injunctive process or  
 18 other appropriate remedy." *ABM Indus.*, 2010 U.S. Dist. LEXIS 143570, at \*18 (quoting 3 W.  
 19 Fletcher, *Cyclopedia of Law of Private Corporations* § 857.1, p. 260 (rev. ed. 1986) (footnote  
 20 omitted)); see also *MCI Worldcom, Inc. v. GSA*, 163 F. Supp. 2d 28, 38 (D.D.C. 2001) (the GSA's  
 21 decision to disclose the pricing data contained in a business' contract, in response to a FOIA request  
 22 violated confidentiality provisions of applicable statutes, regulations and case law); and *MCI*  
 23 *Worldcom, Inc.* 163 F. Supp. 2d at 35 ("FOIA Exemption 4 provides that a federal agency may  
 24 withhold information if it constitutes 'trade secrets and commercial or financial information obtained  
 25 from a person, and is privileged or confidential.' OBJECTION: seeks information which is not  
 26 proportionate to the needs of this case including because information concerning such records is not  
 27 relevant to the claims of this case or reasonably calculated to lead to the discovery of relevant evidence.  
 28 On these objections, responding party refuses to respond to the interrogatory.

**INTERROGATORY NO. 16**

Identify all documents whereby Defendant indicated that Winter's faced a termination of Winter's distributor agreement (contract between Winters and IHS) prior to February 8, 2018.

**RESPONSE TO INTERROGATORY NO. 16**

OBJECTION: may call for speculation as to what James Winters perceived with regard to his facing termination of the distributor agreement. OBJECTION: not relevant and not reasonably calculated to lead to the discovery of relevant evidence, as this interrogatory, seeks documents concerning Responding Party's indication to Winters that he faced a termination of the Distributor Agreement. Any such information or documents, are the subject of Defendant's private contract Winters, to which Plaintiff was not a party and had no contractual rights or privity. The lawsuit concerns Defendant's alleged tortious interference with the alleged contractual relations of James Winters and Plaintiff, not Defendant's own contractual relations with James Winters, to which Plaintiff was not a party and to which Plaintiff had no contractual privity or rights against Responding Party. The notice that James Winters had concerning the prospect of his termination is not material to the legal elements of your tortious-interference claim, including because any such notice was governed by IHS' contract with James Winters, to which you were not a party and to which you have no legal standing or privity with IHS. OBJECTION: calls for confidential business information. Responding Party expressly prohibited James Winters from entering into any contract or commitment with any third party for or on behalf of IHS, including you. This prohibition, contained in the Distributor Agreement is set forth as follows: "**Distributors Inability to Contract for IHS**: In spite of anything contained in this Agreement to the contrary, Distributor shall not have the right to make any contracts or commitments for or on behalf of IHS without first obtaining the express written consent of IHS." (*Distributor Agreement*, § III (14), produced as a confidential document at IHS-00181-00182 (emphasis in original).) Moreover, Responding Party expressly reserved its right of confidentiality to its trade secrets, commercially useful confidential information, proprietary and/or private information, in § III (7) of its Distributor Agreement, set forth as follows:

IHS's competitive success depends upon the proper safeguarding of trade secrets and confidential information developed within IHS or entrusted to by its customers. Some of



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8800 Technology Way, Suite 107  
Reno, NV 89521  
Phone 775-853-9435

the information Distributors receive also may involve the privacy interests of individuals and must be safeguarded for that reason as well. Distributor promises to preserve the confidentiality of IHS's trade secrets and commercially useful confidential information learned through Distributor at IHS and to use all such information only as necessary and appropriate for IHS's legitimate business purposes. Distributor also promises to safeguard against disclosure without the consent of affected persons all information touching on the privacy interests of employees of IHS or customers or employees of customers. Such trade secrets, commercially useful confidential information, proprietary and/or private information include without limitation (1) information about IHS's marketing strategies, (2) financial information about IHS, its shareholders, customers, or prospective customers, (3) the identity of IHS's customers and/or contact persons at such customers or prospective customers, (4) communications between IHS and any customers or potential customers, (5) the contents of IHS's business plans, its products or its proposals to present to potential customers, (6) the names, locations, practices or requirements of any vendors, suppliers, personnel or any other persons having a business relationship with IHS, (7) any confidential or secret development or research work of IHS, including information concerning any future or proposed services or products, (8) all of IHS's accountings, costs, revenue and other financial records and documents, as well as the contents thereof, (9) IHS's documents, contracts, agreements, correspondence and all other similar business records, and (10) any other confidential or secret aspect of the business of IHS, or its subsidiaries, affiliates or divisions.

(Distributor Agreement, § III (7), produced as a confidential document at IHS-00181-00182 (emphasis added).) Here, you seek information made confidential by Clause 9 of this section. In *Carpenter v. United States*, 484 U.S. 19, 26, 108 S. Ct. 316, 98 L. Ed. 2d 275 (U.S. 1987), the Supreme Court held, Confidential business information has long been recognized as property." *ABM Indus.*, 2010 U.S. Dist. LEXIS 143570, at \*17 (citing *Carpenter*, 484 U.S. 19 at 26 (citing *Ruckelshaus v. Monsanto Co.*, 467 U.S. 986, 1001-1004, 104 S. Ct. 2862, 81 L. Ed. 2d 815 (1984); *Dirks v. SEC*, 463 U.S. 646, 653, n. 10, 103 S. Ct. 3255, 77 L. Ed. 2d 911 (1983); *Board of Trade of Chicago v. Christie Grain & Stock Co.*, 198 U.S. 236, 250-251, 25 S. Ct. 637, 49 L. Ed. 1031 (1905); 5 U. S. C. § 552(b)(4)). "Confidential information acquired or compiled by a corporation in the course and conduct of its business is a species of property to which the corporation has the exclusive right and benefit, and which a court of equity will protect through the injunctive process or other appropriate remedy." *ABM Indus.*, 2010 U.S. Dist. LEXIS 143570, at \*18 (quoting 3 W. Fletcher, *Cyclopedia of Law of Private Corporations* § 857.1, p. 260 (rev. ed. 1986) (footnote omitted)); see also *MCI*

1 *Worldcom, Inc. v. GSA*, 163 F. Supp. 2d 28, 38 (D.D.C. 2001) (the GSA's decision to disclose the  
 2 pricing data contained in a business' contract, in response to a FOIA request violated confidentiality  
 3 provisions of applicable statutes, regulations and case law); and *MCI Worldcom, Inc.* 163 F. Supp. 2d at  
 4 35 ("FOIA Exemption 4 provides that a federal agency may withhold information if it constitutes 'trade  
 5 secrets and commercial or financial information obtained from a person, and is privileged or  
 6 confidential.'" OBJECTION: seeks information which is not proportionate to the needs of this case  
 7 including because information concerning such records is not relevant to the claims of this case or  
 8 reasonably calculated to lead to the discovery of relevant evidence.

9 Notwithstanding these objections, and without waiving them, Responding Party responds as  
 10 follows: the Distributor Agreement, IHS00206-00218, put James Winters on notice of the potential for  
 11 his termination for violating the terms of the agreement.

12 **INTERROGATORY NO. 17**

13 Identify each provision in Winter's distributor agreement (contract between Winter's and IHS)  
 14 that was invoked by Defendant to authorize the withholding of monies from James Winters since Dec.  
 15 2017.

16 **RESPONSE TO INTERROGATORY NO. 17**

17 OBJECTION: lacks foundation and assumes facts not developed, with regard to the assumption  
 18 that James Winters was entitled to received income from Defendant since December, 2017; and it also  
 19 assumes that money was withheld or not paid to him. OBJECTION: vague and ambiguous as to the  
 20 phrase "to authorize the withholding of monies from James Winters." OBJECTION: calls for  
 21 confidential business information. Responding Party expressly reserved its right of confidentiality to  
 22 its trade secrets, commercially useful confidential information, proprietary and/or private information,  
 23 in § III (7) of its Distributor Agreement, set forth as follows:

24 IHS's competitive success depends upon the proper  
 25 safeguarding of trade secrets and confidential information  
 26 developed within IHS or entrusted to by its customers. Some of  
 27 the information Distributors receive also may involve the  
 28 privacy interests of individuals and must be safeguarded for that  
 reason as well. Distributor promises to preserve the  
 confidentiality of IHS's trade secrets and commercially useful  
 confidential information learned through Distributor at IHS and  
 to use all such information only as necessary and appropriate



for IHS's legitimate business purposes. Distributor also promises to safeguard against disclosure without the consent of affected persons all information touching on the privacy interests of employees of IHS or customers or employees of customers. Such trade secrets, commercially useful confidential information, proprietary and/or private information include without limitation (1) information about IHS's marketing strategies, (2) financial information about IHS, its shareholders, customers, or prospective customers, (3) the identity of IHS's customers and/or contact persons at such customers or prospective customers, (4) communications between IHS and any customers or potential customers, (5) the contents of IHS's business plans, its products or its proposals to present to potential customers, (6) the names, locations, practices or requirements of any vendors, suppliers, personnel or any other persons having a business relationship with IHS, (7) any confidential or secret development or research work of IHS, including information concerning any future or proposed services or products, (8) all of IHS's accountings, costs, revenue and other financial records and documents, as well as the contents thereof, (9) IHS's documents, contracts, agreements, correspondence and all other similar business records, and (10) any other confidential or secret aspect of the business of IHS, or its subsidiaries, affiliates or divisions.

(Distributor Agreement, § III (7), produced as a confidential document at IHS-00181-00182 (emphasis added).) Here you seek confidential information, prohibited from disclosure by Clauses 8-9 of this section. As stated above, the Supreme Court has held that confidential business information has long been recognized as property. *ABM Indus.*, 2010 U.S. Dist. LEXIS 143570, at \*17 (citing *Carpenter*, 484 U.S. 19 at 26 (citing *Ruckelshaus*, *supra*, 467 U.S. at 1001-1004; *Dirks*, *supra*, 463 U.S. at 653, n. 10; *Board of Trade of Chicago*, *supra*, 198 U.S. at 250-251; and 5 U. S. C. § 552(b)(4)). "Confidential information acquired or compiled by a corporation in the course and conduct of its business is a species of property to which the corporation has the exclusive right and benefit, and which a court of equity will protect through the injunctive process or other appropriate remedy." *ABM Indus.*, 2010 U.S. Dist. LEXIS 143570, at \*18 (quoting 3 W. Fletcher, *Cyclopedia of Law of Private Corporations* § 857.1, p. 260 (rev. ed. 1986) (footnote omitted)); see also *MCI Worldcom, Inc.*, *supra*, 163 F. Supp. 2d at 38 (the GSA's decision to disclose the pricing data contained in a business' contract, in response to a FOIA request violated confidentiality provisions of applicable statutes, regulations and case law); and *MCI Worldcom, Inc.* 163 F. Supp. 2d at 35 ("FOIA Exemption 4 provides that a federal agency may withhold information if it constitutes 'trade secrets and commercial or financial information obtained from a person, and is privileged or confidential.'")

1 Notwithstanding these objections, and without waiving them, Responding Party responds as  
 2 follows: CONFIDENTIALITY DESIGNATION: Responding Party herein designates the information  
 3 and, where marked, documents provided in response to this interrogatory as "Confidential," within the  
 4 meaning of the protective order in effect for this case, at ECF 055:

5 For the monies that were not paid to James Winters during the time frame in question, he was  
 6 not entitled to receive income, as a result of his suspension and termination, for the reasons stated in the  
 7 termination letter, IHS00176, relating to James Winters' violations of the Distributor Agreement in  
 8 many ways, including the following ways: He failed to secure the agreed minimum requirement for  
 9 new customers/facilities, required by § IV(2) of the agreement. He failed to adequately perform all  
 10 services and duties assigned by IHS, required by Independent Distributor Section, § B of the  
 11 agreement. He failed to maintain all accounts assigned to him, including providing reasonable and  
 12 necessary after sale customer support, installation of equipment and software, in service instructions for  
 13 setting up IHS Service's equipment and training personnel of new customers in using the IHS Services,  
 14 and proving further on-site training or services as necessary, as required by § I(1) of the agreement. He  
 15 failed to properly safeguard IHS's trade secrets, commercially useful confidential information,  
 16 proprietary and/or private information, required by §§ III(4) and (7) of the agreement. He failed to  
 17 conduct business in a matter that reflected favorably at all times on IHS Products and Services and the  
 18 good name, goodwill and reputation of IHS, required by § 10(i) of the agreement. He engaged a third  
 19 party, Terrance Walker, to work on his accounts in direct violation of the terms of § 13 of the  
 20 agreement.

21 **INTERROGATORY NO. 18**

22 Identify all documents showing that Defendant has complied with FAR part 52.232-40 in  
 23 payments to Winters between Sept. 2014 and today. (See e.g. EFC 4, Exhibit 7, page 3 1 Contract  
 24 "VA69D17D0167."))

25 **RESPONSE TO INTERROGATORY NO. 18**

26 OBJECTION: lacks foundation and assumes facts not developed, with regard to the assumption  
 27 that Winters is owed income after his termination, and also as to the assumption that Defendant has not  
 28 complied with its obligations to pay Winters in an appropriate manner. OBJECTION: vague,



1 ambiguous, and overly broad, with respect to the phrase, "all documents showing that Defendant has  
2 complied with FAR part 52.232-40 in payments to Winters between Sept. 2014 and today."  
3 OBJECTION: may call for a legal conclusion as to regulatory compliance issues. OBJECTION: may  
4 call for confidential attorney work product. OBJECTION: not relevant and not reasonably calculated to  
5 lead to the discovery of relevant evidence, as this interrogatory, seeks information concerning  
6 regulatory-compliance issues, which are not at issue in this tortious-interference case. Moreover, this  
7 interrogatory seeks information that is not relevant or reasonably calculated to lead to the discovery of  
8 relevant information regarding Responding Party's private business affairs and contracts with the  
9 Veterans Administration, to which Plaintiff was not a party and had no contractual rights or privity.  
10 The lawsuit concerns Defendant's alleged tortious interference with the alleged contractual relations  
11 with James Winters and Plaintiff, not Defendant's own contractual relations with the Veteran's  
12 Administration and James Winters. Plaintiff was not a party to any IHS' contracts, including its VA  
13 contracts and its Distributor Agreement with James Winters. Plaintiff has no contractual privity or  
14 rights against Responding Party regarding such matters. IHS' payments to James Winters under the  
15 Distributor Agreement for an IHS-VA contract, is not material to the legal elements of your tortious-  
16 interference claim, including because any such payments were governed by IHS' contract with James  
17 Winters, to which you were not a party and to which you have no legal standing or privity with IHS.  
18 OBJECTION: calls for confidential business information. Responding Party expressly prohibited  
19 James Winters from entering into any contract or commitment with any third party for or on behalf of  
20 IHS, including you. This prohibition, contained in the Distributor Agreement is set forth as follows:  
21 **"Distributors Inability to Contract for IHS:** In spite of anything contained in this Agreement to the  
22 contrary, Distributor shall not have the right to make any contracts or commitments for or on behalf of  
23 IHS without first obtaining the express written consent of IHS." (*Distributor Agreement*, § III (14),  
24 produced as a confidential document at IHS-00181-00182 (emphasis in original).) Responding Party  
25 expressly reserved its right of confidentiality to its trade secrets, commercially useful confidential  
26 information, proprietary and/or private information, in § III (7) of its Distributor Agreement, set forth  
27 as follows;

28 ///

The Giddens Law Firm, P.C.  
8500 Technology Way, Suite 107  
Reno, NV 89521  
Phone 775-853-9458

IHS's competitive success depends upon the proper safeguarding of trade secrets and confidential information developed within IHS or entrusted to by its customers. Some of the information Distributors receive also may involve the privacy interests of individuals and must be safeguarded for that reason as well. Distributor promises to preserve the confidentiality of IHS's trade secrets and commercially useful confidential information learned through Distributor at IHS and to use all such information only as necessary and appropriate for IHS's legitimate business purposes. Distributor also promises to safeguard against disclosure without the consent of affected persons all information touching on the privacy interests of employees of IHS or customers or employees of customers. Such trade secrets, commercially useful confidential information, proprietary and/or private information include without limitation (1) information about IHS's marketing strategies, (2) financial information about IHS, its shareholders, customers, or prospective customers, (3) the identity of IHS's customers and/or contact persons at such customers or prospective customers, (4) communications between IHS and any customers or potential customers, (5) the contents of IHS's business plans, its products or its proposals to present to potential customers, (6) the names, locations, practices or requirements of any vendors, suppliers, personnel or any other persons having a business relationship with IHS, (7) any confidential or secret development or research work of IHS, including information concerning any future or proposed services or products, (8) all of IHS's accountings, costs, revenue and other financial records and documents, as well as the contents thereof, (9) IHS's documents, contracts, agreements, correspondence and all other similar business records, and (10) any other confidential or secret aspect of the business of IHS, or its subsidiaries, affiliates or divisions.

(Distributor Agreement, § III (7), produced as a confidential document at IHS-00181-00182 (emphasis added).) Your request seeks information that is confidential under Clauses 2, 8, and 9, of this section of the Distributor Agreement. As stated above, the Supreme Court has held that confidential business information has long been recognized as property. *ABM Indus.*, 2010 U.S. Dist. LEXIS 143570, at \*17 (citing *Carpenter*, 484 U.S. 19 at 26 (citing *Ruckelshaus*, *supra*, 467 U.S. at 1001-1004; *Dirks*, *supra*, 463 U.S. at 653, n. 10; *Board of Trade of Chicago*, *supra*, 198 U.S. at 250-251; and 5 U. S. C. § 552(b)(4)). "Confidential information acquired or compiled by a corporation in the course and conduct of its business is a species of property to which the corporation has the exclusive right and benefit, and which a court of equity will protect through the injunctive process or other appropriate remedy." *ABM Indus.*, 2010 U.S. Dist. LEXIS 143570, at \*18 (quoting 3 W. Fletcher, *Cyclopedia of Law of Private Corporations* § 857.1, p. 260 (rev. ed. 1986) (footnote omitted)); see also *MCI*



1 *Worldcom, Inc., supra*, 163 F. Supp. 2d at 38 (the GSA's decision to disclose the pricing data contained  
 2 in a business' contract, in response to a FOIA request violated confidentiality provisions of applicable  
 3 statutes, regulations and case law); and *MCI Worldcom, Inc.*, 163 F. Supp. 2d at 35 ("FOIA Exemption  
 4 4 provides that a federal agency may withhold information if it constitutes 'trade secrets and  
 5 commercial or financial information obtained from a person, and is privileged or confidential.'" On  
 6 these objections, Responding Party refuses to answer the Interrogatory.

7 **INTERROGATORY NO. 19**

8 Identify all VA contracts Defendant has obtained without the help of Winters since Sept. 2014.

9 **RESPONSE TO INTERROGATORY NO. 19**

10 OBJECTION: not relevant and not reasonably calculated to lead to the discovery of relevant  
 11 evidence, as this interrogatory, seeks documents concerning Responding Party's private contracts with  
 12 the Veterans' Administration, to which Plaintiff was not a party and had no contractual rights or privity.  
 13 The lawsuit concerns Defendant's alleged tortious interference with the alleged contractual relations  
 14 with James Winters and Plaintiff, not Defendant's own contractual relations with the Veteran's  
 15 Administration, which were obtained without the help of James Winters. Plaintiff was not a party to  
 16 IHS-VA contracts, and he had no contractual privity or rights against Responding Party regarding such  
 17 matters. The identification of IHS-VA contracts, which were obtained by IHS without the help of  
 18 James Winters is not material to the legal elements of your tortious-interference claim, including  
 19 because any non-Winters-obtained contracts would have no bearing on any aspect of your case and  
 20 you were not a party to such contract and you have no legal standing or privity with IHS to assert any  
 21 claims regarding such matters. OBJECTION: vague and ambiguous as to the phrase "obtained without  
 22 the help of Winters." OBJECTION: calls for confidential business information. Responding Party  
 23 expressly prohibited James Winters from entering into any contract or commitment with any third party  
 24 for or on behalf of IHS, including you. This prohibition, contained in the Distributor Agreement is set  
 25 forth as follows: "**Distributors Inability to Contract for IHS**: In spite of anything contained in this  
 26 Agreement to the contrary, Distributor shall not have the right to make any contracts or commitments  
 27 for or on behalf of IHS without first obtaining the express written consent of IHS." (*Distributor*  
 28 *Agreement*, § III (14), produced as a confidential document at IHS-00181-00182 (emphasis in

original).) OBJECTION: calls for confidential business information. Responding Party expressly reserved its right of confidentiality to its trade secrets, commercially useful confidential information, proprietary and/or private information, in § III (7) of its Distributor Agreement, set forth as follows:

IHS's competitive success depends upon the proper safeguarding of trade secrets and confidential information developed within IHS or entrusted to by its customers. Some of the information Distributors receive also may involve the privacy interests of individuals and must be safeguarded for that reason as well. Distributor promises to preserve the confidentiality of IHS's trade secrets and commercially useful confidential information learned through Distributor at IHS and to use all such information only as necessary and appropriate for IHS's legitimate business purposes. Distributor also promises to safeguard against disclosure without the consent of affected persons all information touching on the privacy interests of employees of IHS or customers or employees of customers. Such trade secrets, commercially useful confidential information, proprietary and/or private information include without limitation (1) information about IHS's marketing strategies, (2) financial information about IHS, its shareholders, customers, or prospective customers, (3) the identity of IHS's customers and/or contact persons at such customers or prospective customers, (4) communications between IHS and any customers or potential customers, (5) the contents of IHS's business plans, its products or its proposals to present to potential customers, (6) the names, locations, practices or requirements of any vendors, suppliers, personnel or any other persons having a business relationship with IHS, (7) any confidential or secret development or research work of IHS, including information concerning any future or proposed services or products, (8) all of IHS's accountings, costs, revenue and other financial records and documents, as well as the contents thereof, (9) IHS's documents, contracts, agreements, correspondence and all other similar business records, and (10) any other confidential or secret aspect of the business of IHS, or its subsidiaries, affiliates or divisions.

(Distributor Agreement, § III (7), produced as a confidential document at IHS-00181-00182 (emphasis added).) Your interrogatory requests information that is made confidential by Clauses 2, 8, and 9 of this section. Again, in *Carpenter*, 484 U.S. 19, 26, *supra*, the Supreme Court held that confidential business information has long been recognized as property. *ABM Indus.*, 2010 U.S. Dist. LEXIS 143570, at \*17 (citing *Carpenter*, 484 U.S. 19 at 26 (citing *Ruckelshaus*, *supra*, 467 U.S. at 1001-1004; *Dirks*, *supra*, 463 U.S. at 653, n. 10; *Board of Trade of Chicago*, *supra*, 198 U.S. at 250-251; and 5 U. S. C. § 552(b)(4)). "Confidential information acquired or compiled by a corporation in the course and conduct of its business is a species of property to which the corporation has the exclusive right and



benefit, and which a court of equity will protect through the injunctive process or other appropriate remedy.” *ABM Indus.*, 2010 U.S. Dist. LEXIS 143570, at \*18 (quoting 3 W. Fletcher, *Cyclopedia of Law of Private Corporations* § 857.1, p. 260 (rev. ed. 1986) (footnote omitted)); *see also MCI Worldcom, Inc.*, *supra*, 163 F. Supp. 2d at 38 (the GSA’s decision to disclose the pricing data contained in a business’ contract, in response to a FOIA request violated confidentiality provisions of applicable statutes, regulations and case law); and *MCI Worldcom, Inc.* 163 F. Supp. 2d at 35 (“FOIA Exemption 4 provides that a federal agency may withhold information if it constitutes ‘trade secrets and commercial or financial information obtained from a person, and is privileged or confidential.’”

OBJECTION: vague and ambiguous as to the phrase, “all VA contracts that James Winters helped Defendants with.” On these objections, Defendant will not answer the interrogatory.

#### **INTERROGATORY NO. 20**

Identify all training that Defendant had in obtaining federal procurements from the VA that the Defendants have had since Sept. 2014.

#### **RESPONSE TO INTERROGATORY NO. 20**

OBJECTION: lacks foundation and assumes facts not in evidence, including the assumption that one’s procurement of requests for proposals or bids from the VA, which are publicly announced, requires any specialized training. OBJECTION: not relevant and not reasonably calculated to lead to the discovery of relevant evidence, as this interrogatory, seeks documents concerning Responding Party’s business activities concerning its training implemented for obtaining federal procurements from the VA. The lawsuit concerns Defendant’s alleged tortious interference with the alleged contractual relations with James Winters and Plaintiff, not Defendant’s business activities regarding the training of its staff to procure contracts from the Veteran’s Administration. This interrogatory appears to be aimed at regulatory-compliance issues, which are not relevant to the claim of this case. Information concerning such training by IHS is not material to the legal elements of your tortious-interference claim, including because the matter of such training by IHS would have no bearing on any aspect of your case. OBJECTION: calls for confidential business information. Responding Party expressly prohibited James Winters from entering into any contract or commitment with any third party for or on behalf of IHS, including you. This prohibition, contained in the Distributor Agreement is set forth as

1 follows: **"Distributors Inability to Contract for IHS:** In spite of anything contained in this  
 2 Agreement to the contrary, Distributor shall not have the right to make any contracts or commitments  
 3 for or on behalf of IHS without first obtaining the express written consent of IHS." (*Distributor*  
 4 *Agreement*, § III (14), produced as a confidential document at IHS-00181-00182 (emphasis in  
 5 original).) OBJECTION: calls for confidential business information. Responding Party expressly  
 6 reserved its right of confidentiality to its trade secrets, commercially useful confidential information,  
 7 proprietary and/or private information, in § III (7) of its Distributor Agreement, set forth as follows:

8 IHS's competitive success depends upon the proper  
 9 safeguarding of trade secrets and confidential information  
 10 developed within IHS or entrusted to by its customers. Some of  
 11 the information Distributors receive also may involve the  
 12 privacy interests of individuals and must be safeguarded for that  
 13 reason as well. Distributor promises to preserve the  
 14 confidentiality of IHS's trade secrets and commercially useful  
 15 confidential information learned through Distributor at IHS and  
 16 to use all such information only as necessary and appropriate  
 17 for IHS's legitimate business purposes. Distributor also  
 18 promises to safeguard against disclosure without the consent of  
 19 affected persons all information touching on the privacy  
 20 interests of employees of IHS or customers or employees of  
 21 customers. Such trade secrets, commercially useful confidential  
 22 information, proprietary and/or private information include  
 23 without limitation (1) information about IHS's marketing  
 24 strategies, (2) financial information about IHS, its shareholders,  
 25 customers, or prospective customers, (3) the identity of IHS's  
 26 customers and/or contact persons at such customers or  
 27 prospective customers, (4) communications between IHS and  
 28 any customers or potential customers, (5) the contents of IHS's  
 business plans, its products or its proposals to present to  
 potential customers, (6) the names, locations, practices or  
 requirements of any vendors, suppliers, personnel or any other  
 persons having a business relationship with IHS, (7) any  
 confidential or secret development or research work of IHS,  
 including information concerning any future or proposed  
 services or products, (8) all of IHS's accountings, costs, revenue  
 and other financial records and documents, as well as the  
 contents thereof, (9) **IHS's documents, contracts, agreements,**  
**correspondence and all other similar business records,** and  
 (10) any other confidential or secret aspect of the business of  
 IHS, or its subsidiaries, affiliates or divisions.

(*Distributor Agreement*, § III (7), produced as a confidential document at IHS-00181-00182 (emphasis  
 added).) Your interrogatory requests information that is made confidential by Clause 9 of this section.  
 Again, in *Carpenter*, 484 U.S. 19, 26, *supra*, the Supreme Court held that confidential business  
 information has long been recognized as property. *ABM Indus.*, 2010 U.S. Dist. LEXIS 143570, at \*17



(citing *Carpenter*, 484 U.S. 19 at 26 (citing *Ruckelshaus*, *supra*, 467 U.S. at 1001-1004; *Dirks*, *supra*, 463 U.S. at 653, n. 10; *Board of Trade of Chicago*, *supra*, 198 U.S. at 250-251; and 5 U. S. C. § 552(b)(4)). “Confidential information acquired or compiled by a corporation in the course and conduct of its business is a species of property to which the corporation has the exclusive right and benefit, and which a court of equity will protect through the injunctive process or other appropriate remedy.” *ABM Indus.*, 2010 U.S. Dist. LEXIS 143570, at \*18 (quoting 3 W. Fletcher, *Cyclopedia of Law of Private Corporations* § 857.1, p. 260 (rev. ed. 1986) (footnote omitted)); *see also MCI Worldcom, Inc.*, *supra*, 163 F. Supp. 2d at 38 (the GSA’s decision to disclose the pricing data contained in a business’ contract, in response to a FOIA request violated confidentiality provisions of applicable statutes, regulations and case law); and *MCI Worldcom, Inc.* 163 F. Supp. 2d at 35 (“FOIA Exemption 4 provides that a federal agency may withhold information if it constitutes ‘trade secrets and commercial or financial information obtained from a person, and is privileged or confidential.’”

OBJECTION: vague and ambiguous as to the phrase, “all VA contracts that James Winters helped Defendants with.” On these objections, Defendant will not answer the interrogatory.

#### **INTERROGATORY NO. 21**

Identify all documents showing that Winters was “fully trained and completely competent to perform the required work” (See EFC 4, Exhibit 7, page 10 Contract “VA69D17D0167”) that defendant claims Winter’s was deficient in performing in terminating Winter’s distributor agreement in Feb. 2018.

#### **RESPONSE TO INTERROGATORY NO. 21**

OBJECTION: lacks foundation and assumes facts not in evidence, including the assumption that Defendant’s assertions that James Winters’ failure to perform his obligations under the Distributor Agreement demonstrated or implicated a lack of his being fully trained or competent to perform the required work. OBJECTION: not relevant and not reasonably calculated to lead to the discovery of relevant evidence, as this interrogatory, seeks documents concerning Responding Party’s business activities concerning its training of its staff, here, James Winters. The lawsuit concerns Defendant’s alleged tortious interference with the alleged contractual relations with James Winters and Plaintiff, not Defendant’s business activities regarding the training of its staff to perform the tasks of their distributor

1 agreements. This interrogatory appears to be aimed at regulatory-compliance issues, which are not  
 2 relevant to the claim of this case. Information concerning such training by IHS is not material to the  
 3 legal elements of your tortious-interference claim, including because the matter of such training by IHS  
 4 would have no bearing on any aspect of your case. OBJECTION: calls for confidential business  
 5 information. Responding Party expressly prohibited James Winters from entering into any contract or  
 6 commitment with any third party for or on behalf of IHS, including you. This prohibition, contained in  
 7 the Distributor Agreement is set forth as follows: "**Distributors Inability to Contract for IHS**: In spite  
 8 of anything contained in this Agreement to the contrary, Distributor shall not have the right to make  
 9 any contracts or commitments for or on behalf of IHS without first obtaining the express written  
 10 consent of IHS." (*Distributor Agreement*, § III (14), produced as a confidential document at IHS-  
 11 00181-00182 (emphasis in original).) OBJECTION: calls for confidential business information.  
 12 Responding Party expressly reserved its right of confidentiality to its trade secrets, commercially useful  
 13 confidential information, proprietary and/or private information, in § III (7) of its Distributor  
 14 Agreement, set forth as follows:

15 IHS's competitive success depends upon the proper  
 16 safeguarding of trade secrets and confidential information  
 17 developed within IHS or entrusted to by its customers. Some of  
 18 the information Distributors receive also may involve the  
 19 privacy interests of individuals and must be safeguarded for that  
 20 reason as well. Distributor promises to preserve the  
 21 confidentiality of IHS's trade secrets and commercially useful  
 22 confidential information learned through Distributor at IHS and  
 23 to use all such information only as necessary and appropriate  
 24 for IHS's legitimate business purposes. Distributor also  
 25 promises to safeguard against disclosure without the consent of  
 26 affected persons all information touching on the privacy  
 27 interests of employees of IHS or customers or employees of  
 28 customers. Such trade secrets, commercially useful confidential  
 information, proprietary and/or private information include  
 without limitation (1) information about IHS's marketing  
 strategies, (2) financial information about IHS, its shareholders,  
 customers, or prospective customers, (3) the identity of IHS's  
 customers and/or contact persons at such customers or  
 prospective customers, (4) communications between IHS and  
 any customers or potential customers, (5) the contents of IHS's  
 business plans, its products or its proposals to present to  
 potential customers, (6) the names, locations, practices or  
 requirements of any vendors, suppliers, personnel or any other  
 persons having a business relationship with IHS, (7) any  
 confidential or secret development or research work of IHS,  
 including information concerning any future or proposed



services or products, (8) all of IHS's accountings, costs, revenue and other financial records and documents, as well as the contents thereof, (9) IHS's documents, contracts, agreements, correspondence and all other similar business records, and (10) any other confidential or secret aspect of the business of IHS, or its subsidiaries, affiliates or divisions.

(*Distributor Agreement*, § III (7), produced as a confidential document at IHS-00181-00182 (emphasis added).) Your interrogatory here seeks information that is made confidential by Clause 9 of this section. Again, in *Carpenter*, 484 U.S. 19, 26, *supra*, the Supreme Court held that confidential business information has long been recognized as property. *ABM Indus.*, 2010 U.S. Dist. LEXIS 143570, at \*17 (citing *Carpenter*, 484 U.S. 19 at 26 (citing *Ruckelshaus*, *supra*, 467 U.S. at 1001-1004; *Dirks*, *supra*, 463 U.S. at 653, n. 10; *Board of Trade of Chicago*, *supra*, 198 U.S. at 250-251; and 5 U. S. C. § 552(b)(4)). “Confidential information acquired or compiled by a corporation in the course and conduct of its business is a species of property to which the corporation has the exclusive right and benefit, and which a court of equity will protect through the injunctive process or other appropriate remedy.” *ABM Indus.*, 2010 U.S. Dist. LEXIS 143570, at \*18 (quoting 3 W. Fletcher, *Cyclopedia of Law of Private Corporations* § 857.1, p. 260 (rev. ed. 1986) (footnote omitted)); *see also MCI Worldcom, Inc.*, *supra*, 163 F. Supp. 2d at 38 (the GSA’s decision to disclose the pricing data contained in a business’ contract, in response to a FOIA request violated confidentiality provisions of applicable statutes, regulations and case law); and *MCI Worldcom, Inc.* 163 F. Supp. 2d at 35 (“FOIA Exemption 4 provides that a federal agency may withhold information if it constitutes ‘trade secrets’ and commercial or financial information obtained from a person, and is privileged or confidential.”

OBJECTION: vague and ambiguous as to the phrase, “all VA contracts that James Winters helped Defendants with.” On these objections, Defendant will not answer the interrogatory.

## **INTERROGATORY NO. 22**

Identify all communications (and documents evidencing such) that Defendant had with Winters in regards to the deficiencies used by Defendant as a basis to terminate Winters’ distributor agreement on or prior to November 2017.

## **RESPONSE TO INTERROGATORY NO. 22**

OBJECTION: Compound and/or improper use of subparts, the effect of which causes this set of interrogatories to exceed the number that may be propounded without leave of Court. *See Kendall*

1 *supra*, 174 F.R.D. at 685 (subsequent questions contained in an interrogatory, which can "stand alone,"  
 2 are to be counted as separate interrogatories). Here, the first part of the interrogatory requests  
 3 identification of all communications that Defendant had with Winters relating to deficiencies on which  
 4 Defendant based the termination of Winters' distributor agreement with IHS. The second part of the  
 5 interrogatory requests the identification of all documents evidencing the same. OBJECTION: overly  
 6 broad and unduly burdensome with respect to the phrase "all communications . . . that Defendant had  
 7 with Winters in regards to the deficiencies used by Defendant as a basis to terminate Winters'  
 8 distributor agreement." See *Krause supra*, 2014 U.S. Dist. LEXIS 14872, at \*16 ("[a] discovery  
 9 request is overly broad and unduly burdensome on its face if it uses an omnibus term such as 'relating  
 10 to,' 'pertaining to,' or 'concerning' to modify a general category or broad range of documents or  
 11 information"); and *Dauska*, 291 F.R.D. at 261. OBJECTION: calls for confidential business  
 12 information. Responding Party expressly reserved its right of confidentiality to its trade secrets,  
 13 commercially useful confidential information, proprietary and/or private information, in § III (7) of its  
 14 Distributor Agreement, set forth as follows:

15 IHS's competitive success depends upon the proper  
 16 safeguarding of trade secrets and confidential information  
 17 developed within IHS or entrusted to by its customers. Some of  
 18 the information Distributors receive also may involve the  
 19 privacy interests of individuals and must be safeguarded for that  
 20 reason as well. Distributor promises to preserve the  
 21 confidentiality of IHS's trade secrets and commercially useful  
 22 confidential information learned through Distributor at IHS and  
 23 to use all such information only as necessary and appropriate  
 24 for IHS's legitimate business purposes. Distributor also  
 25 promises to safeguard against disclosure without the consent of  
 26 affected persons all information touching on the privacy  
 27 interests of employees of IHS or customers or employees of  
 28 customers. Such trade secrets, commercially useful confidential  
 information, proprietary and/or private information include  
 without limitation (1) information about IHS's marketing  
 strategies, (2) financial information about IHS, its shareholders,  
 customers, or prospective customers, (3) the identity of IHS's  
 customers and/or contact persons at such customers or  
 prospective customers, (4) communications between IHS and  
 any customers or potential customers, (5) the contents of IHS's  
 business plans, its products or its proposals to present to  
 potential customers, (6) the names, locations, practices or  
 requirements of any vendors, suppliers, personnel or any other  
 persons having a business relationship with IHS, (7) any  
 confidential or secret development or research work of IHS,  
 including information concerning any future or proposed



services or products, (8) all of IHS's accountings, costs, revenue and other financial records and documents, as well as the contents thereof, (9) IHS's documents, contracts, agreements, correspondence and all other similar business records, and (10) any other confidential or secret aspect of the business of IHS, or its subsidiaries, affiliates or divisions.

(*Distributor Agreement*, § III (7), produced as a confidential document at IHS-00181-00182 (emphasis added).) Here you seek confidential information, prohibited from disclosure by Clause 9 of this section. As stated above, the Supreme Court has held that confidential business information has long been recognized as property. *ABM Indus.*, 2010 U.S. Dist. LEXIS 143570, at \*17 (citing *Carpenter*, 484 U.S. 19 at 26 (citing *Ruckelshaus*, *supra*, 467 U.S. at 1001-1004; *Dirks*, *supra*, 463 U.S. at 653, n. 10; *Board of Trade of Chicago*, *supra*, 198 U.S. at 250-251; and 5 U. S. C. § 552(b)(4)). "Confidential information acquired or compiled by a corporation in the course and conduct of its business is a species of property to which the corporation has the exclusive right and benefit, and which a court of equity will protect through the injunctive process or other appropriate remedy." *ABM Indus.*, 2010 U.S. Dist. LEXIS 143570, at \*18 (quoting 3 W. Fletcher, *Cyclopedia of Law of Private Corporations* § 857.1, p. 260 (rev. ed. 1986) (footnote omitted)); *see also MCI Worldcom, Inc.*, *supra*, 163 F. Supp. 2d at 38 (the GSA's decision to disclose the pricing data contained in a business' contract, in response to a FOIA request violated confidentiality provisions of applicable statutes, regulations and case law); and *MCI Worldcom, Inc.* 163 F. Supp. 2d at 35 ("FOIA Exemption 4 provides that a federal agency may withhold information if it constitutes 'trade secrets and commercial or financial information obtained from a person, and is privileged or confidential.'")

Notwithstanding these objections, and without waiving them, Responding Party responds as follows: CONFIDENTIALITY DESIGNATION: Responding Party herein designates the information provided in response to this interrogatory as "Confidential," within the meaning of the protective order in effect for this case, at ECF 055:

The following communications, or activities for which there were communications, relate to Winters' deficiencies, which provided a basis to terminate his distributor agreement:

In or about 2014, James Winters signed on to be an independent distributor for IHS' monitoring services in state of IOWA. But James Winters brought in only one in account in Iowa, per the terms of the contract, of which fact there were communications after the Distributor Agreement was signed. At

1 or about the end of year 2016, James Winters expressed more and more personal issues where he didn't  
2 know what he could do for IHS anymore and would vacillate on the question of whether he would  
3 continue with IHS. He was supposed to service the accounts he referred, but he failed to maintain the  
4 accounts, and he visited only two accounts, one time each, at the VA Richmond and VA Great Lakes  
5 sites. But he didn't service or maintain accounts at all prior to Richmond in 2017, and then performed  
6 only the two, one-day visits referenced here. In or about February of 2017, James Winters  
7 communicated a desire to try to get on track with his IHS obligations. During this period, James  
8 Winters was not maintaining accounts, as required by the Distributor Agreement. The nurses and  
9 medical teams were not serviced by James and this would put his burden of his duties on others.

10 In 2015-2016 James would disappear completely for periods of time. James Winters  
11 communicated with IHS as to his particular failures to comply with the requirements of his agreement,  
12 attributing his failures to personal issues he had. Sometime in 2016/2017, James Winters provided IHS  
13 with various places to wire money (different states), and he admitted that he had moved to Texas in  
14 July of 2017 and taken a job, and that he would not be available to do much for IHS. IHS replaced  
15 James Winters in Iowa with a full time representative.

16 In 2017, IHS picked up a VA account for the Richmond Area, by word of mouth. James  
17 Winters flew there and did an in-service call. In or about February 2017, James Winters informed IHS  
18 of a solicitation IHS could make a bid on for VA Great Lakes. For months after the bid was submitted,  
19 James Winters disappeared again and said he was moving on to a new job and could not move forward  
20 with IHS, as required by the Distributor Agreement. James Winters advised IHS that he could not carry  
21 out his obligations under the Distributor Agreement.

22 In or about July of 2017, IHS learned it was awarded the VA Great Lakes contract. IHS  
23 communicated with James Winters that he was going to need to get involved if he were going to be  
24 involved on that project. James Winters provided initial in-servicing calls for this account, but he was  
25 tied to a new job in Texas and was unable to carry out his obligations under the Distributor Agreement.  
26 Representatives from the Great Lakes account communicated to IHS great displeasure with James  
27 Winters' performance, stating that James Winters appeared not to care and appeared as if he did not  
28 want to be there. IHS let James Winters know that he was being paid as a goodwill gesture, but it was



1 certainly not due to his performance, based on his failure to comply with this obligations under the  
2 Distributor Agreement.

3 In or about November of 2017, rude emails were sent to IHS by Plaintiff. IHS did not know  
4 what the matter was about and contacted James Winters regarding such matters. James Winters  
5 initially assured Vanessa Parsons that Plaintiff was an unrelated business associate that he had some  
6 back deals with, unrelated to IHS, but maybe Plaintiff had shown James Winters how to find bids,  
7 which are not difficult to find as they are publicly advertised. Thus, James Winters told IHS to ignore  
8 Plaintiff. But Plaintiff continued to send disturbing emails to IHS, threatening IHS with FBI raids,  
9 lawsuits, and sending the IHS bookkeeper to jail. Yet, James kept assuring IHS that he was really  
10 embarrassed by Plaintiff, describing Plaintiff as a massive hot head with issues. James Winters was  
11 very aware he could not subcontract for IHS.

12 In or about December of 2017 or early January 2018, James Winters first informed IHS that he  
13 might have promised to pay Plaintiff 50% of the fees earned by James Winters at IHS. Then IHS  
14 received more disturbing emails from Mr. Walker. In these emails he claimed that IHS was not paying  
15 the amounts owed. In response, James Winters unequivocally advised IHS that James Winters was  
16 quitting or terminating his Distributor Agreement because he had moved on with his life in Texas,  
17 where he had a new job, and that it wasn't worth it for him to try to move forward with IHS, as Mr.  
18 Walker was making his life very difficult for their own personal, business relationship. James Winters  
19 was aware that he couldn't maintain and service his accounts, as required by the Distributor Agreement,  
20 and his relationship with Plaintiff appeared to pushed him over the edge. James Winters asked Vanessa  
21 Parsons if James Winters could make a new business relationship with IHS, possibly if he found some  
22 local, private doctor accounts in his Texas Area. Vanessa Parsons informed James Winters that it was a  
23 problem that he had a "secret" business relationship with Plaintiff that was never mentioned before,  
24 which was prohibited by the Distributor Agreement, and an investigation needed to be done to uncover  
25 the scope of the problem. James Winters initially appeared willing to assist IHS with its investigation  
26 concerning this matter. IHS' business attorney tried to work with James Winters, to carry out this  
27 investigation. But, it appeared that James Winters was not sincere in wanting to assist in an  
28 investigation of the matter, and James Winters appeared to be "playing both sides," and he apparently

1 was providing Plaintiff with confidential information. During the approximate period of December  
 2 2017 through or about early February 2018, IHS' business attorney was trying to carry out this  
 3 investigation, including by having James Winters explain what his relationship was to Plaintiff, who  
 4 appeared to be acting as an advisor or attorney to James Winters, citing laws and making threats.  
 5 During this time period, Plaintiff communicated to IHS' VA account representatives, making demands  
 6 and threats. James Winters was not properly cooperating with IHS' investigation into this matter and  
 7 he was not addressing his failures to comply with his obligations under the Distributor Agreement.

8 On February 8, 2018, James Winters was terminated as a distributor, the communications of  
 9 which are set forth in IHS-00176. The documents evidencing communications regarding such matters  
 10 are set forth as follows: IHS 00177-00189 (the distributor agreement); IHS-0083-00088 (email from  
 11 James Winters detailing his violations of the distributor agreement); IHS-00227, produced herein with  
 12 redactions for bank account and routing information, which shows that James Winters moved to Texas,  
 13 and would not properly service his Iowa Territory; IHS-00228-00229, produced herein, two emails  
 14 from James Winters, confirming that he was "off the grid," in July and August of 2017, which  
 15 evidenced an inability to properly service his accounts, or adversely impacted his ability to service his  
 16 accounts; and emails from Plaintiff showing that James Winters had wrongfully disclosed confidential  
 17 information to Plaintiff, including those emails of: IHS00089-90 (Email: Threatening Breach);  
 18 IHS00091-00094 (Email: Re: FW: James Winters Commissions from July to Present); IHS00142-  
 19 00145 (Email Thread: Subcontractor payment: Walker Requests VA Discontinue Payments on  
 20 VA24617C0183); IHS00148-00153 (Emails from Walker re Claim that I.H.S. is Violating FAR  
 21 52.242-5 - Payments to Small Business Subcontractors and 52.232-40(c)); IHS00154 (Email from  
 22 James Winters re his "subcontract" with Terrance Walker); IHS00155-00161 (Emails regarding  
 23 Terrance Walker demands and Dan Germain disclaimer of any I.H.S.-Terrance Walker affiliation); and  
 24 IHS00095 (Andrew Simonian Email to James Winters re Acknowledgment Points re Plaintiff).

### 25 INTERROGATORY NO. 23

26 Identify all documents showing Defendant's full compliance with the provision of the federal  
 27 contract (signed by James Winters), which states: "(r) ..... The Contractor agrees to comply with .....  
 28 41 U.S.C. 4712 and 10 U.S. C. 2409 relating to whistleblower protections;" (See EFC 4, Exhibit 7, page



23 Contract "VA69D17D0167").

**RESPONSE TO INTERROGATORY NO. 23**

OBJECTION: vague, ambiguous, and overly broad, with respect to the phrase, "full compliance" OBJECTION: may call for a legal conclusion as to regulatory compliance issues. OBJECTION: may call for confidential attorney work product. OBJECTION: not relevant and not reasonably calculated to lead to the discovery of relevant evidence, as this interrogatory, seeks information concerning regulatory-compliance issues, which are not at issue in this tortious-interference case. Moreover, this interrogatory seeks information that is not relevant or reasonably calculated to lead to the discovery of relevant information regarding Responding Party's private business affairs and contracts with the Veterans Administration, to which Plaintiff was not a party and had no contractual rights or privity. The lawsuit concerns Defendant's alleged tortious interference with the alleged contractual relations with James Winters and Plaintiff, not Defendant's own contractual relations with the Veteran's Administration and with James Winters—nor does this action assert any whistleblower claims. Plaintiff was not a party to any IHS' contracts, including its VA contracts and its Distributor Agreement with James Winters. Plaintiff has no contractual privity or rights against Responding Party regarding such matters. Regulatory-compliance issues are not material to the legal elements of your tortious-interference claim. OBJECTION: calls for confidential business information. Responding Party expressly prohibited James Winters from entering into any contract or commitment with any third party for or on behalf of IHS, including you. This prohibition, contained in the Distributor Agreement is set forth as follows: "**Distributors Inability to Contract for IHS**: In spite of anything contained in this Agreement to the contrary, Distributor shall not have the right to make any contracts or commitments for or on behalf of IHS without first obtaining the express written consent of IHS." (*Distributor Agreement*, § III (14), produced as a confidential document at IHS-00181-00182 (emphasis in original).) Responding Party expressly reserved its right of confidentiality to its trade secrets, commercially useful confidential information, proprietary and/or private information, in § III (7) of its Distributor Agreement, set forth as follows:

IHS's competitive success depends upon the proper safeguarding of trade secrets and confidential information developed within IHS or entrusted to by its customers. Some of

The Geddes Law Firm, P.C.  
 8600 Technology Way, Suite 107  
 Reno, NV 89521  
 Phone 775-853-9455

the information Distributors receive also may involve the privacy interests of individuals and must be safeguarded for that reason as well. Distributor promises to preserve the confidentiality of IHS's trade secrets and commercially useful confidential information learned through Distributor at IHS and to use all such information only as necessary and appropriate for IHS's legitimate business purposes. Distributor also promises to safeguard against disclosure without the consent of affected persons all information touching on the privacy interests of employees of IHS or customers or employees of customers. Such trade secrets, commercially useful confidential information, proprietary and/or private information include without limitation (1) information about IHS's marketing strategies, (2) financial information about IHS, its shareholders, customers, or prospective customers, (3) the identity of IHS's customers and/or contact persons at such customers or prospective customers, (4) communications between IHS and any customers or potential customers, (5) the contents of IHS's business plans, its products or its proposals to present to potential customers, (6) the names, locations, practices or requirements of any vendors, suppliers, personnel or any other persons having a business relationship with IHS, (7) any confidential or secret development or research work of IHS, including information concerning any future or proposed services or products, (8) all of IHS's accountings, costs, revenue and other financial records and documents, as well as the contents thereof, **(9) IHS's documents, contracts, agreements, correspondence and all other similar business records,** and (10) any other confidential or secret aspect of the business of IHS, or its subsidiaries, affiliates or divisions.

(Distributor Agreement, § III (7), produced as a confidential document at IHS-00181-00182 (emphasis added).) Your request seeks information that is confidential under Clause 9, of this section of the Distributor Agreement concerning IHS' business activities. As stated above, the Supreme Court has held that confidential business information has long been recognized as property. *ABM Indus.*, 2010 U.S. Dist. LEXIS 143570, at \*17 (citing *Carpenter*, 484 U.S. 19 at 26 (citing *Ruckelshaus*, *supra*, 467 U.S. at 1001-1004; *Dirks*, *supra*, 463 U.S. at 653, n. 10; *Board of Trade of Chicago*, *supra*, 198 U.S. at 250-251; and 5 U. S. C. § 552(b)(4)). "Confidential information acquired or compiled by a corporation in the course and conduct of its business is a species of property to which the corporation has the exclusive right and benefit, and which a court of equity will protect through the injunctive process or other appropriate remedy." *ABM Indus.*, 2010 U.S. Dist. LEXIS 143570, at \*18 (quoting 3 W. Fletcher, *Cyclopedia of Law of Private Corporations* § 857.1, p. 260 (rev. ed. 1986) (footnote omitted)); see also *MCI Worldcom, Inc.*, *supra*, 163 F. Supp. 2d at 38 (the GSA's decision to disclose the pricing data contained in a business' contract, in response to a FOIA request violated confidentiality



provisions of applicable statutes, regulations and case law); and *MCI Worldcom, Inc.* 163 F. Supp. 2d at 35 ("FOIA Exemption 4 provides that a federal agency may withhold information if it constitutes 'trade secrets and commercial or financial information obtained from a person, and is privileged or confidential.'" On these objections, Responding Party refuses to answer the Interrogatory.

#### **INTERROGATORY NO. 24**

Identify all documents showing Defendant's full compliance with the provision of the federal contract (signed by James Winters), which states: "52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title WI, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions))"(See EFC 4, Exhibit 7, page 37 Contract "VA69D17D0167").

#### **RESPONSE TO INTERROGATORY NO. 24**

OBJECTION: vague, ambiguous, and overly broad, with respect to the phrase, "full compliance" OBJECTION: may call for a legal conclusion as to regulatory compliance issues. OBJECTION: may call for confidential attorney work product. OBJECTION: not relevant and not reasonably calculated to lead to the discovery of relevant evidence, as this interrogatory, seeks information concerning regulatory-compliance issues, which are not at issue in this tortious-interference case. Moreover, this interrogatory seeks information that is not relevant or reasonably calculated to lead to the discovery of relevant information regarding Responding Party's private business affairs and contracts with the Veterans Administration, to which Plaintiff was not a party and had no contractual rights or privity. The lawsuit concerns Defendant's alleged tortious interference with the alleged contractual relations between James Winters and Plaintiff, not Defendant's own contractual relations with the Veteran's Administration and with James Winters—nor does this tort action assert claims involving a regulatory prohibition regarding internal confidentiality agreements or statements. Plaintiff was not a party to any IHS' contracts, including its VA contracts and its Distributor Agreement with James Winters. Plaintiff has no contractual privity or rights against Responding Party regarding such matters. Regulatory-compliance issues are not material to the legal elements of your tortious-interference claim. OBJECTION: calls for confidential business information.

1 Responding Party expressly prohibited James Winters from entering into any contract or commitment  
 2 with any third party for or on behalf of IHS, including you. This prohibition, contained in the  
 3 Distributor Agreement is set forth as follows: "**Distributors Inability to Contract for IHS:** In spite of  
 4 anything contained in this Agreement to the contrary, Distributor shall not have the right to make any  
 5 contracts or commitments for or on behalf of IHS without first obtaining the express written consent of  
 6 IHS." (*Distributor Agreement*, § III (14), produced as a confidential document at IHS-00181-00182  
 7 (emphasis in original).) Responding Party expressly reserved its right of confidentiality to its trade  
 8 secrets, commercially useful confidential information, proprietary and/or private information, in § III  
 9 (7) of its Distributor Agreement, set forth as follows:

IHS's competitive success depends upon the proper  
 safeguarding of trade secrets and confidential information  
 developed within IHS or entrusted to by its customers. Some of  
 the information Distributors receive also may involve the  
 privacy interests of individuals and must be safeguarded for that  
 reason as well. Distributor promises to preserve the  
 confidentiality of IHS's trade secrets and commercially useful  
 confidential information learned through Distributor at IHS and  
 to use all such information only as necessary and appropriate  
 for IHS's legitimate business purposes. Distributor also  
 promises to safeguard against disclosure without the consent of  
 affected persons all information touching on the privacy  
 interests of employees of IHS or customers or employees of  
 customers. Such trade secrets, commercially useful confidential  
 information, proprietary and/or private information include  
 without limitation (1) information about IHS's marketing  
 strategies, (2) financial information about IHS, its shareholders,  
 customers, or prospective customers, (3) the identity of IHS's  
 customers and/or contact persons at such customers or  
 prospective customers, (4) communications between IHS and  
 any customers or potential customers, (5) the contents of IHS's  
 business plans, its products or its proposals to present to  
 potential customers, (6) the names, locations, practices or  
 requirements of any vendors, suppliers, personnel or any other  
 persons having a business relationship with IHS, (7) any  
 confidential or secret development or research work of IHS,  
 including information concerning any future or proposed  
 services or products, (8) all of IHS's accountings, costs, revenue  
 and other financial records and documents, as well as the  
 contents thereof, (9) **IHS's documents, contracts, agreements,**  
**correspondence and all other similar business records,** and  
 (10) any other confidential or secret aspect of the business of  
 IHS, or its subsidiaries, affiliates or divisions.

(*Distributor Agreement*, § III (7), produced as a confidential document at IHS-00181-00182 (emphasis  
 added).) Your request seeks information that is confidential under Clause 9, of this section of the



Distributor Agreement concerning IHS' business activities. As stated above, the Supreme Court has held that confidential business information has long been recognized as property. *ABM Indus.*, 2010 U.S. Dist. LEXIS 143570, at \*17 (citing *Carpenter*, 484 U.S. 19 at 26 (citing *Ruckelshaus*, *supra*, 467 U.S. at 1001-1004; *Dirks*, *supra*, 463 U.S. at 653, n. 10; *Board of Trade of Chicago*, *supra*, 198 U.S. at 250-251; and 5 U. S. C. § 552(b)(4)). "Confidential information acquired or compiled by a corporation in the course and conduct of its business is a species of property to which the corporation has the exclusive right and benefit, and which a court of equity will protect through the injunctive process or other appropriate remedy." *ABM Indus.*, 2010 U.S. Dist. LEXIS 143570, at \*18 (quoting 3 W. Fletcher, *Cyclopedia of Law of Private Corporations* § 857.1, p. 260 (rev. ed. 1986) (footnote omitted)); *see also MCI Worldcom, Inc.*, *supra*, 163 F. Supp. 2d at 38 (the GSA's decision to disclose the pricing data contained in a business' contract, in response to a FOIA request violated confidentiality provisions of applicable statutes, regulations and case law); and *MCI Worldcom, Inc.* 163 F. Supp. 2d at 35 ("FOIA Exemption 4 provides that a federal agency may withhold information if it constitutes 'trade secrets and commercial or financial information obtained from a person, and is privileged or confidential.'" On these objections, Responding Party refuses to answer the Interrogatory.

Dated this 5<sup>th</sup> day of February 2019.

THE GEDDES LAW FIRM, P.C.



WILLIAM J. GEDDES  
The Geddes Law Firm, P.C.  
8600 Technology Way, Suite 107  
Reno, Nevada 89521

*Attorneys for Defendant Intelli-Heart  
Services, Inc.*

1 **VERIFICATION OF INTERROGATORY ANSWERS**

2 I, Vanessa Parsons, declare that I am the CEO of Defendant Intelli-Heart Services, Inc., in the  
3 above-captioned action, that I have read the foregoing answers to interrogatories and know the contents  
4 thereof, and the same are true to my knowledge, information, and belief.

5  
6 Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States  
7 that the foregoing is true and correct.

8  
9 Executed on February 5, 2019.



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Vanessa Parsons



**CERTIFICATE OF SERVICE**

I hereby certify that I am an employee of the Geddes Law Firm, P.C., and that on **February 5, 2018**, I caused to be served a copy of the foregoing *Defendant's Response to Plaintiff's Interrogatories, Set No. 1, Nos. 1-24*, by deposit in the U.S. Mails, First-Class postage prepaid, and by e-mail, addressed to the following:

Terrance Walker  
212 Hillcrest Drive, No. 1  
Reno, NV 89509  
Tel: 775-971-8679  
Email: [walkerbillion@gmail.com](mailto:walkerbillion@gmail.com)

*Plaintiff In Pro Per*

THE GEDDES LAW FIRM, P.C.



WILLIAM J. GEDDES  
8600 Technology Way, Suite 107  
Reno, Nevada 89521  
Phone: (775) 853-9455  
Fax: (775) 299-5337  
Email: [Will@TheGeddesLawFirm.com](mailto:Will@TheGeddesLawFirm.com)

*Attorneys for Defendant Intelli-Heart Services, Inc.*

The Geddes Law Firm, P.C.  
8600 Technology Way, Suite 107  
Reno, NV 89521  
Phone 775-853-9455